



**FINAL AMENDMENT TO DISCLOSURE STATEMENT  
UNIVERSITY DISTRICT NORTH**

13428 105 Avenue, Surrey, British Columbia, and  
10468 University Drive, Surrey, British Columbia

DEVELOPER: BLUESKY PROPERTIES (UD LANDS) INC.; and  
BLUESKY PROPERTIES (UD NORTH) INC.

ADDRESS FOR SERVICE IN BRITISH COLUMBIA: 1101 – 838 West Hastings Street,  
Vancouver, B.C. V6C 0A6

BUSINESS ADDRESS OF DEVELOPER: 1201 – 838 West Hastings Street  
Vancouver, B.C. V6C 0A6

REAL ESTATE BROKERAGE: The Developer will market the North Tower using its own employees,  
and such employees may or may not be licensed under the *Real Estate Services Act* and will not be acting on behalf of purchasers.

DATE OF DISCLOSURE STATEMENT: October 17, 2018

DATE OF FIRST AMENDMENT: November 7, 2018

DATE OF SECOND AMENDMENT: December 4, 2018

DATE OF THIRD AMENDMENT: June 19, 2019

DATE OF FOURTH AMENDMENT: October 7, 2019

DATE OF FIFTH AMENDMENT: September 25, 2020

DATE OF SIXTH AMENDMENT: August 18, 2022

DATE OF THIS FINAL AMENDMENT: August 8, 2023

**This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of:**  
\_\_\_\_\_ [print name of Purchaser] who  
has confirmed that fact by initialing in the space provided here \_\_\_\_\_.

**DISCLAIMER**

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

The Disclosure Statement dated October 17, 2018, as amended by the First Amendment to Disclosure Statement dated November 7, 2018, the Second Amendment to Disclosure Statement dated December 4, 2018, the Third Amendment to Disclosure Statement dated June 19, 2019, the Fourth Amendment to Disclosure Statement dated October 7, 2019, the Fifth Amendment to Disclosure Statement dated September 25, 2020, and the Sixth Amendment to Disclosure Statement dated August 18, 2022 (the “**Disclosure Statement**”), is hereby amended by this Final Amendment to Disclosure Statement (the “**Final Amendment**”), as follows:

1. by amending the section titled “List of Exhibits” on page 4 thereof, as follows:
  - (a) by deleting the reference to “Exhibit “C” Proposed Strata Plan – Revised” and replacing it with “**Exhibit “C” Filed Strata Plan EPS7718**”;
  - (b) by deleting the reference to “Exhibit “D” Proposed Form V – Schedule of Unit Entitlement – Revised” and replacing it with “**Exhibit “D” Filed Form V – Schedule of Unit Entitlement**”;
  - (c) by deleting the reference to “Exhibit “E” Estimated Operating Budgets – Revised” and replacing it with “**Exhibit “E” Final Estimated Operating Budgets**”;
  - (d) by deleting the reference to “Exhibit “F” Estimated Monthly Maintenance Fees per Strata Lot – Revised” and replacing it with “**Exhibit “F” Final Estimated Monthly Maintenance Fees per Strata Lot**”;
  - (e) by deleting the reference to “Exhibit “G” Proposed Form Y – Owner Developer’s Notice of Different Bylaws – Revised” and replacing it with “**Exhibit “G” Filed Form Y – Owner Developer’s Notice of Different Bylaws**”;
  - (f) by deleting the reference to “Exhibit “H” Proposed Form of Master Parking/Storage Agreement – Revised” and replacing it with “**Exhibit “H” Final Master Parking/Storage Agreement**”;
  - (g) by deleting the reference to “Exhibit “I” Proposed Form of Partial Assignment of Master Parking/Storage Agreement – Revised” and replacing it with “**Exhibit “I” Final Form of Partial Assignment of Master Parking/Storage Agreement**”;
  - (h) by deleting the title of “Exhibit “J”” and replacing it with “*Intentionally Deleted*”;
  - (i) by deleting the reference to “Exhibit “L-3” Form of Agreement of Purchase and Sale” and replacing it with “**Exhibit “L” Final Form of Agreement of Purchase and Sale**”;
  - (j) by deleting the reference to “Exhibit “M” Proposed Form of Management Agreement – Revised” and replacing it with “**Exhibit “M” Final Management Agreement**”;
  - (k) by deleting the reference to “Exhibit “N” Draft Roof Lease” and replacing it with “**Exhibit “N” Filed Roof Lease**”;

- (l) by inserting a new exhibit, titled **“Exhibit “Q-1” Modification of Reciprocal Amenity Use and Cost Sharing Agreement”**. (For clarity, as of the date of filing this Final Amendment, all references in the Disclosure Statement to the Registered Reciprocal Amenity Use and Cost Sharing Agreement are intended to be references to the Registered Reciprocal Amenity Use and Cost Sharing Agreement, as amended by the Modification of Reciprocal Amenity Use and Cost Sharing Agreement”, except in such instances as set out in Section 2(c) below);
  - (m) by deleting the reference to “Exhibit “R” Draft Parking Stalls/Storage Lockers Easement over Lot A – Revised” and replacing it with **“Exhibit “R” Filed Parking Stalls/Storage Lockers Easement over Lot A”**;
  - (n) by inserting a new **Exhibit “R-1” Filed Parking Stalls/Storage Lockers Easement over Lot B (except ASP 1)**”, immediately following Exhibit “R”;
  - (o) by inserting a new **Exhibit “S-1” Filed Parking Access Easement over Lot A**”, immediately following Exhibit “S”;
  - (p) by deleting the reference to “Exhibit “U” Common Property Licence Agreement” and replacing it with **“Exhibit “U” Final Common Property Licence Agreement”**;
  - (q) by deleting the reference to “Exhibit “W” Definitions and Exhibits” and replacing it with the **“Exhibit “W” Final Definitions and Exhibits”**;
  - (r) by inserting a new exhibit, titled **“Exhibit “X” Registered Reciprocal Easement for Building Systems”**;
  - (s) by inserting a new exhibit, titled **“Exhibit “Y” Registered Access Easement/No Build Covenant over part of Lot B”**;
  - (t) by inserting a new exhibit, titled **“Exhibit “Z” Registered Reciprocal Easement for Parking Facility Common Wall”**;
  - (u) by inserting a new exhibit, titled **“Exhibit “AA” Filed Auto Courtyard and Commercial Plaza Easement”**;
  - (v) by inserting a new exhibit, titled **“Exhibit “BB” Filed North Tower Bike Pavilion / Automated Parcel Lockers / Concierge and Security Desk Easement”**;
  - (w) by inserting a new exhibit, titled **“Exhibit “CC” Final Party Wall Agreement”**; and
  - (x) by inserting a new exhibit, titled **“Exhibit “DD” Final Co-operative Carsharing Agreement”**;
2. By making the following global amendments throughout the Disclosure Statement (but for greater certainty, not in any Exhibits thereto), where such terms appear, as set forth below:
- (a) by making the defined term “Commercial Air Space Parcels” singular, such that in each instance it refers to “Commercial Air Space Parcel”;
  - (b) by replacing the defined term “Reciprocal Shared Residential Amenity Use and Cost Sharing Agreement” with “Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements”, except in the following sections: in the first sentence of the third paragraph of Section 2.1.2(g), in 4.3(a)(i) and in 4.3(b)(xxiv) to (xxviii);

- (c) by making the defined term “Reciprocal Project Facilities Use and Cost Sharing Agreement” plural, such that in each instance it refers to “Reciprocal Project Facilities Use and Cost Sharing Agreements” (which agreements collectively pertain to the Shared Project Facilities between the Development, the South Tower and the Commercial Component);
- (d) by replacing the defined term “North Tower Bike Room” in each instance with the defined term “North Tower Bike Pavilion”;
- (e) by replacing the defined term “South Tower Bike Rooms” in each instance with the defined term “South Tower Bike Pavilion”;
- (f) by replacing the defined term “Visitor Accessible Stall” in each instance with the defined term “Shared Visitor Accessible Stall”;
- (g) by replacing the defined term “Easement Master Parking/Storage Agreement” in each instance that it appears with the defined term “South Tower Master Parking/Storage Agreement”, and
- (h) by deleting all references to the phrases “If, as and when Development #2 has been constructed” and “if, as and when the South Tower is constructed”, as construction of the South Tower is completing concurrently with the Development;

3. by amending Section 1.6 as follows:

- (a) by deleting the paragraphs under subsection 1.6(d) in their entirety and replacing them with the following:

“Portions of the Parking Facility (and the interconnected parking facility on Lot B (the “**Lot B Parking Facility**”)) including, without limitation, certain Development Parking Stalls and Lot B Parking Stalls (and associated driveways and ramps) and the Bicycle/Storage Lockers (and certain storage rooms containing the same) have been leased by the Beneficial Owner by way of the Master Parking/Storage Agreement (or by the beneficial owner of Lot B by way of the South Tower Master Parking/Storage Agreement, as applicable) in each case to UD Parking, an entity related to the Developer, as more particularly described in Section 3.7(f).

Upon the deposit of the Strata Plan in the Land Title Office, the Developer intends to, without limitation, cause the Beneficial Owner to assign to the Strata Corporation the Master Parking/Storage Agreement encumbering a portion of the Common Property within the Parking Facility, and to cause the Strata Corporation to assume the Beneficial Owner’s obligations, as landlord, under such agreements, on terms and conditions determined by the Developer. UD Parking will partially assign to a purchaser of a Strata Lot UD Parking’s interest in the particular Resident Stall, if any, and/or Bicycle/Storage Locker, if any, designated by the Developer for use by such purchaser (whether by way of partial assignment of the Master Parking/Storage Agreement or the partial assignment of the South Tower Master Parking/Storage Agreement). UD Parking may retain and use any remaining Resident Stalls and/or Bicycle/Storage Lockers, if any, and/or rent or assign to the owners of the Strata Lots or the owners of strata lots in the South Tower, UD Parking’s interest in any remaining Resident Stalls and/or Bicycle/Storage Lockers, on the terms established from time to time by UD Parking, without compensation to the owners of the Strata Lots, as more particularly described in Section 3.7(f). The Developer may also, in its discretion,

cause UD Parking to assign to the Developer (or an entity related to the Developer) the interest of UD Parking, as, tenant, under the Master Parking/Storage Agreement and/or the South Tower Master Parking/Storage Agreement, as described in Section 3.7(f).”;

- (b) by deleting the paragraph under subsection 1.6(e) in its entirety and replacing it with the following:

“The Developer granted a lease of a portion of the roof areas of the Development to a company affiliated with the Developer for communication services. The copy of such lease filed in the Land Title Office is attached hereto in **Exhibit “N”**.”; and

- (c) by inserting the following at the end of Section 1.6(f):

“In particular, the Developer intends to cause the Strata Corporation to grant to the Developer and/or Related Developers, their affiliates, consultants and related parties, the Marketing Licence Agreement, as more particularly described herein and in such agreement. A signed copy of such agreement is available for review upon request to the property manager.”;

4. by deleting the first sentence of the paragraph under Section 1.6(l) and replacing it with the following:

“It is intended that the Development and the South Tower, and/or the Commercial Component, as and where applicable, will share in the use of and related cost obligations with respect to certain shared amenities and facilities within the Project, pursuant to the terms of the Reciprocal Shared Residential Amenities/Facilities Use and Cost Sharing Agreements (relating to the Shared Residential Amenities/Facilities) and the Reciprocal Project Facilities Use and Cost Sharing Agreements (relating to the Shared Project Facilities), as more particularly defined and described in Section 2.1.2(g).”;

5. by amending Section 2.1.2 as follows:

- (a) by deleting subsection (a)(i) thereof in its entirety and replacing it with the following:

“The Nominee is the registered owner of legal title to Lot A.”;

- (b) by amending subsection (a)(ii) thereof as follows:

- (i) by deleting the words “will be situated and consist” in each instance they appear and replacing them with the words “is situated and consists”;
- (ii) by deleting the number “420” in the second paragraph and replacing it with the number “431”; and
- (iii) by deleting the words “if, as and when constructed” in each instance they appear;

- (c) by amending subsection (c) thereof as follows:

- (i) by deleting the number of 1 Bedroom Strata Lots in subsection (i) and replacing it with “47”;
- (ii) by deleting the number of 1 Bedroom Strata Lots in subsection (ii) and replacing it with “65”;

- (iii) by deleting the first three paragraphs immediately following the table labelled “Type of Strata Lots” in their entirety, in subsection (ii) and replacing them with the following:

“The final civic address for the North Tower of the Development is 13428 105 Avenue, Surrey, British Columbia, with the address for certain townhomes in the Development being 10468 University Drive, Surrey, British Columbia.”;

- (d) by amending subsection (d)(ii) thereof as follows:

- (i) by deleting the second sentence in the first bullet and replacing it with the following:

“The Developer intends to cause the property manager to arrange for shared concierge services (the “**Concierge Services**”) to be provided for the Development and the South Tower. The Concierge Services will initially operate 7 days per week from 6:00 a.m. to 10:00 p.m. In addition to the Concierge Services, the Developer intends to arrange for certain security services (the “**Security Services**” and, together with the Concierge Services, the “**Project Concierge/Security Services**”) for the benefit of the Project. The Security Services are anticipated to operate initially for certain periods outside of the operating hours of the Concierge Services, pursuant to contracts that the Developer intends to enter into and/or cause the Strata Corporation to assume, prior to the deposit of the Strata Plan, or following the deposit of the Strata Plan in the Land Title Office, cause the Strata Corporation to enter into, as more particularly described below.”;

- (ii) by deleting the paragraph under the second bullet point in its entirety and replacing it with the following:

“one parking stall (the “**Carshare Stall**”) located in the exterior common property of the South Tower has been designated as a shared vehicle stall which at all times will be reserved for the exclusive use of a shared co-operative vehicle (the “**Shared Vehicle**”) to be owned and operated by a car share operator, which the Developer has selected to be Modo Co-Operative (“**Modo**”). The Carshare Stall is located in the exterior Auto Courtyard and will be accessible and available for use 24 hours a day, 7 days a week by owners, residents and guests of the Development and the South Tower, as well as members of the public who maintain an active membership with Modo pursuant to which permitted users may share in the use of the Shared Vehicle parked therein when not in use. The Developer has, in its sole discretion, for the benefit of the Project, elected to enter into the Co-Operative Carsharing Agreement with Modo under which the Developer has agreed to pay Modo to secure the Shared Vehicle for the Project in accordance with such terms and conditions as required by Modo (the “**Carsharing Program**”), and pursuant to which a certain number of free Modo memberships are being made available on a first-come, first-served basis to residents of the Development and the South Tower, as more particularly described in Section 7.4(j). Access to the Carshare Stall will be available on a non-exclusive basis to residents of the Development by way of the Auto Courtyard and Commercial Plaza Easement, as described herein. A signed copy of the Car Share Agreement, to be assumed by the Strata Corporation upon the formation thereof and as described herein, is attached hereto as **Exhibit “DD”**”; and

- (iii) by deleting the paragraph under the third bullet point in its entirety and replacing it with the following:

“A public art feature entitled “Becoming” (the “**Public Art Feature**”) will be installed in the exterior area of the Commercial Component, for the benefit of the Project. The annual costs and expenses associated with ensuring continuous public access and ongoing maintenance, repair and replacement of the Public Art Feature, as needed, over time, pursuant to the maintenance manual to be supplied by the artist, will be shared among the North Tower, the South Tower and the Commercial Component, notwithstanding the location of the art installation within the Project. The Public Art Feature will be included in the Shared Project Facilities and is subject to applicable cost sharing arrangements as set out in the Auto Courtyard and Commercial Plaza Easement attached hereto as **Exhibit “AA”**. The portion of such costs to be paid for by the Strata Corporation will be shared by the owners of all Strata Lots in the Development in proportion to the relative Unit Entitlement of the Strata Lots, and such costs are included in the Budget, attached as **Exhibit “E”** hereto.”;

- (e) by deleting subsection (f) in its entirety and replacing it with:

“(f) Strata Plan

The final surveyed Strata Plan was filed in the Land Title Office on August 2, 2023 and a copy thereof is attached as **Exhibit “C”**. The Strata Plan shows the layout of the North Tower and the dimensions and/or areas of the Strata Lots, limited common property, and common property.”;

- (f) by deleting subsection (g)(ii) in its entirety and replacing it with:

“(ii) the Shared Parking Facility Areas on Lot A, the Shared Parking Facility Areas on Lot B and any shared use areas within the Parking Facility (subject to the Parking Stalls/Storage Lockers Easement over Lot A) or the Lot B Parking Facility (subject to the Parking Stalls/Storage Lockers Easement over Lot B) (collectively, the “**Shared Parking Facility Areas**”) in common with the owners, tenants, occupants and guests of the South Tower, excluding the owners, tenants and guests of the Commercial Component; and”;

- (g) by adding the words “(but not necessarily all parking stalls therein)” immediately after the words “Auto Courtyard” in subsection (g)(iii);

- (h) by deleting the first sentence of the third paragraph under subsection (g) in its entirety and replacing it with the following:

“Access to, egress from, use of and the cost sharing obligations of owners associated with the shared use of the Shared Residential Amenities/Facilities will be addressed by way of the Reciprocal Amenity Use and Cost Sharing Agreement, the North Tower Bike Pavilion/Automated Parcel Lockers/Concierge and Security Desk Easement (together, the “**Reciprocal Shared Residential Amenity / Facilities Use and Cost Sharing Agreements**”) and the access to, egress from, use of and the cost sharing associated with the shared use of the Shared Parking Facility Areas will be addressed by way of the Parking Stalls/Storage Lockers Easement over Lot A, the Parking Stalls/Storage Lockers Easement over Lot B,

the Parking Access Easement over Lot A, the Parking Access Easement over Lot B, and any additional easements deemed necessary or desirable for the Project by the Developer in its sole discretion (collectively, the “**Shared Parking Facility Easements**”), as applicable.”;

- (i) by deleting the fifth paragraph under subsection (g) in its entirety and replacing it with the following:

“The Shared Project Facilities in the Development, designated as Common Property, will be for the shared use of the owners and occupants of the Development, the South Tower and the Commercial Component pursuant to the Reciprocal Easement for Building Systems, the Reciprocal Easement for Parking Facility Common Wall and the Auto Courtyard and Commercial Plaza Easement (collectively, the “**Reciprocal Project Facilities Use and Cost Sharing Agreements**”) between the Lot A owner and the Lot B owner (and following the air space subdivision of Lot B, the South Tower Remainder Lands owner and the owner(s) of the Commercial Air Space Parcels). The Shared Project Facilities located in the South Tower will be designated as common property of the South Tower, but are intended to be for the shared use of the owners and occupants of the Development, the South Tower and the Commercial Component pursuant to, without limitation, the Reciprocal Project Facilities Use and Cost Sharing Agreements.”;

- (j) by inserting the following at the end of the second sentence in the seventh paragraph under subsection (g): “all as further described in Section 7.4(g) and in the Reciprocal Project Facilities Use and Cost Sharing Agreements.”;

- (k) by deleting subsection (h) in its entirety and replacing it with the following:

“The Final Estimated Operating Budgets contemplate that the residents of the South Tower and the North Tower will have access to Concierge Services from 6:00 a.m. to 10:00 p.m., 7 days per week. The Project Concierge/Security Services are anticipated to be located within a designated area in the lobby entrance of the South Tower Amenity Space.”;

- (l) by deleting the first sentence under subsection (i) in its entirety and replacing it with the following:

“The Developer has installed the Automated Parcel Lockers in the lobby of the Amenity Facility in the South Tower. The Developer intends to enter into a support and services contract (the “**Parcel Lockers Contract**”) with Parcel Pending, a company unrelated to the Developer (or to the developer of Development #2) to provide for secure package delivery services to be provided to the residential owners and occupants in the Project. The Developer intends to cause the Strata Corporation of the Development (together with the South Tower Strata Corporation) to assume the obligations of the Developer under the Parcel Lockers Contract.”;

- 6. by deleting the last sentence of section 3.1 and replacing it with the following:

“The Developer caused the final Form V Schedule of Unit Entitlement, which accompanies the final Strata Plan, to be filed in the Land Title Office on August 2, 2023, and the filed copy thereof is attached as **Exhibit “D”**.”;



7. by amending Section 3.4 as follows:

- (a) by inserting the following at the end of the first sentence of the third paragraph: “except as otherwise stated herein in respect of certain parking stalls and/or certain Bicycle/Storage Lockers.”;
- (b) by inserting the following at the end of the first sentence of the fourth paragraph “and other purposes as set out therein.”; and
- (c) by deleting the second sentence of the last paragraph under the heading “Costs of Operation, Maintenance and Repair of Common Property” and replacing it with the following:

“The costs of operating, maintaining and repairing the Common Property (except for certain Limited Common Property as described in Section 3.4), common facilities and common assets of the Strata Corporation will be shared by the owners of the Strata Lots on the basis of the Unit Entitlement of the Strata Lots and included in the owners’ monthly assessments, unless such costs are subject to any applicable easements and cost sharing agreements, including, without limitation, the Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements, the Shared Parking Facility Easements and the Reciprocal Project Facilities Use and Cost Sharing Agreements, under which either the owners of the South Tower and/or the Commercial Component will also share proportionately in such costs, as applicable and more particularly described herein and in such agreements.”;

8. by deleting the word “gas” in Section 3.5(b);

9. by amending Section 3.7 as follows:

- (a) in subsection (a), by inserting the following at the end of the second paragraph: “except as otherwise set out and described below.”;
- (b) in subsection (b), by deleting the last sentence in its entirety and replacing it with the following: “The Lot B Parking Stalls will be located within the Lot B Parking Facility, all within the property lines of Lot B and not the Development being constructed within Lot A.”;
- (c) by deleting the paragraphs of subsection (e) in their entirety and replacing them with the following:

“(i) *Visitor Stalls*

The Development Visitor Stalls are located on Level P1 of the Parking Facility and are reserved for the exclusive use of visitors and guests of the Development on a first-come, first-served basis in accordance with the Bylaws and any rules and regulations of the Strata Corporation which govern the use thereof, which may include a maximum use period, as determined by the Strata Corporation. Notwithstanding the foregoing, one (1) Development Visitor Stall (the “**North Tower Visitor/Short-Term Loading Stall**”) is reserved for dual purposes: firstly, for the loading and unloading of vehicles for up to a maximum period of time when used for loading purposes, as determined by the Strata Corporation, and secondly, for shared use amongst residents and visitors of the Development, all on a first-come, first-served basis.

*(ii) Shared Visitor Accessible Stall*

One (1) parking stall (the “**Shared Visitor Accessible Stall**”) located in the Auto Courtyard on Lot B has been designed in accordance with the requirements of the City to accommodate vehicles used by physically disabled guests and visitors to the Development and the South Tower, and is available on a first-come, first-served basis in accordance with the South Tower Strata Corporation’s Bylaws and any rules and regulations which govern the use thereof, which may include a maximum use period, as determined by the South Tower Strata Corporation. For clarity, the Development will have the benefit of shared access to the Shared Visitor Accessible Stall by way of the Auto Courtyard and Commercial Plaza Easement.

*(iii) Shared Visitor/Short Term Loading Stalls*

Three (3) parking stalls (the “**Shared Visitor/Short Term Loading Stalls**”) located in the Auto Courtyard on Lot B are designated as combination visitor and short-term loading stalls for the use of the owners, occupants and guests of the Development, the South Tower and the Commercial Component on a first-come, first-served basis in accordance with the South Tower Strata Corporation’s Bylaws and any rules and regulations which govern the use thereof, which may include a maximum use period, as determined by the South Tower Strata Corporation. For clarity, the Development will have the benefit of shared access to the Shared Visitor/Short Term Loading Stalls by way of the Auto Courtyard and Commercial Plaza Easement.

*(iv) Shared Large Vehicle Loading Stall*

One (1) extra large parking stall (the “**Shared Large Vehicle Loading Stall**”) located primarily in the Auto Courtyard on Lot B is designated as a loading stall only, and is intended to be available for reservation by the owners, occupants and guests of the Development, the South Tower and the Commercial Component on a first-come, first-served basis in accordance with the South Tower Strata Corporation’s Bylaws and any rules and regulations which govern the use thereof, which may include a maximum use period, as determined by the South Tower Strata Corporation. For clarity, the Development will have the benefit of shared access to the Shared Large Vehicle Loading Stall by way of the Auto Courtyard and Commercial Plaza Easement.

*(v) Shared Visitor Stall*

One (1) parking stall (the “**Shared Visitor Stall**”) located in the Auto Courtyard on Lot B is designed for use by guests and visitors to the Development and the South Tower on a first-come, first-served basis in accordance with the South Tower Strata Corporation’s Bylaws and any rules and regulations which govern the use thereof, which may include a maximum use period, as determined by the South Tower Strata Corporation. For clarity, the Development will have the benefit of shared access to the Shared Visitor Stall by way of the Auto Courtyard and Commercial Plaza Easement.”;

- (d) by amending subsection (f)(i) as follows:
- (i) by deleting the first paragraph in its entirety and replacing it with the following:
 

“Prior to the deposit of the Strata Plan in the Land Title Office, the Beneficial Owner, as landlord, entered into a long-term pre-paid lease (the “**Master Parking/Storage Agreement**”) with UD Parking over the Development Resident Stalls and the Development Accessible Stalls, associated driveways and ramps, storage rooms and individual Development Bicycle/Storage Lockers installed therein. It is intended that the Master Parking/Storage Agreement will pertain to the Additional Parking/Storage for Development #2 on Lot A, but will exclude Lot B Parking Stalls, Lot B Bicycle/Storage Lockers, and any parking and storage area(s) located within the Lot B Parking Facility (for clarity each of which areas will be subject to the Parking Stalls/Storage Lockers Easement over Lot B, and will not form part of the Common Property of the Development.”;
  - (ii) by deleting the words “Parking/Storage Easement Areas on Lot B” in the fourth paragraph and replacing them with “Lot B Parking Facility and subject to the Parking Stalls/Storage Lockers Easement over Lot B”;
  - (iii) by deleting subsection (f)(ii) in the seventh paragraph in its entirety and replacing it with the following:
 

“(ii) the number of Development Bicycle/Storage Lockers, if any, acquired by such purchaser under its contract of purchase and sale or other agreement with respect to Development Bicycle/Storage Lockers. UD Parking (or the applicable Developer Entity, as the case may be) may also partially assign the interest of UD Parking (or the Developer Entity, as the case may be) under the Master Parking/Storage Agreement with respect to any Additional Parking/Storage for Development #2 (on Lot A) to purchasers of strata lots in the South Tower.”;
- (e) by amending subsection (f)(ii) as follows:
- (i) by deleting the words “parking facility in Lot B” in the first sentence and replacing them with “Lot B Parking Facility”, and
  - (ii) by deleting the first two sentences of the second paragraph in their entirety and replacing them with the following:
 

“Prior to the developer of Development #2 filing the Strata Plan for the South Tower, the beneficial owner of the South Tower Remainder Lands, as landlord, entered into a long-term pre-paid lease (the “**South Tower Master Parking/Storage Agreement**”) with UD Parking, as tenant, in a generally similar form to the Master Parking/Storage Agreement (**Exhibit “H”**). All Lot B Parking Stalls or Lot B Bicycle/Storage Lockers, as applicable, together with other parking stalls and bicycle/storage lockers, as determined by the developer of Development #2, in its sole discretion, are subject to the South Tower Master Parking/Storage Agreement and will be allocated for use by the owners of the Strata Lots by partial assignment of the South Tower Master Parking/Storage Agreement.”;

- (f) by amending subsection (g) as follows:
  - (i) by deleting the words “which will be substantially in the same of form as the Parking Easement over Lot B” in the last sentence of the first paragraph thereof and replacing them with the words “a copy of which is attached hereto as **Exhibit “S-1”**”;
  - and
  - (ii) by deleting the words “the parking facility of the Development #2” in the last sentence of the last paragraph and replacing them with the words “the Lot B Parking Facility, except as required pursuant to the air space easement agreement between the Commercial Component and the South Tower Remainder Lands.”;

10. by amending Section 3.8 as follows:

- (a) by deleting the number “128” in the second paragraph of subsection (a) and replacing it with the number “126”;
- (b) by deleting the reference to fees of “\$30.00” in the third paragraph of subsection (a) and replacing it “\$40.00”;
- (c) by deleting the first sentence of the second paragraph of subsection (c) and replacing it with the following:

**“Upon a request by owner for approval to install an EV Charger in a Roughed-In Only Stall assigned to such owner, the EV Receptacle within such stall’s Load Sharing Group will be required to be replaced with an EV Charger.** For clarity, each owner who wishes to charge an electric vehicle will require an EV Charger to do so in parking stalls that are part of an Activated Load Sharing Group. EV Receptacles may be used (either with or without an adapter, as applicable) provided that the EV Receptacle is not in one of the parking stalls that is part of a load sharing group that has been activated by way of the installation of an EV Charger in such load sharing group, following the Strata Corporation approving such installation subject to the requirements set out herein and in the Bylaws.”;

- (d) by amending the first sentence of second paragraph of subsection (d) as follows:
  - (i) by inserting the words “(or the South Tower Strata Corporation, as applicable)” immediately following the words “Strata Corporation”; and
  - (ii) by inserting the words “(or the equivalent South Tower Strata Corporation bylaws)” immediately after the words “Bylaw 41”;
- (e) by deleting the first sentence of subsection (e) and replacing it with the following:

“It is anticipated that certain EV Visitor Stalls will be equipped with a pre-installed EV Receptacle for use by visitors and guests of the Development. Additionally, the Developer intends to install one or more EV Chargers in the EV Visitor Stalls (each a “**Visitor EV Charger**”) subject to availability at the completion of construction, or shortly following occupancy of the Project. The Strata Corporation may, in its sole discretion, from time to time elect to install further Visitor EV Chargers.”;

- (f) by deleting the first paragraph of subsection (f) in its entirety and replacing it with the following:

“It is anticipated that all EV Electricity Costs incurred in connection with Activated Load Sharing Groups will be administered by Hypercharge Networks Corp. (the “**EV Network Operator**”) pursuant to the terms of one or more agreements (including a software subscription agreement and a master products and services agreement) with the EV Network Operator (collectively, the “**EV Network Agreement**”) which has been or will be entered into by the Developer and assigned to the Strata Corporation.”; and

- (g) by amending subsection (k)(i) by inserting the words “(or the owner of a strata lot in the South Tower)” after “owner of a Strata Lot.”;

11. by amending Section 3.9 as follows:

- (a) by deleting subsection (b) in its entirety and replacing it with the following:

“In addition, to the Development Bicycle/Storage Lockers to be located in the Development, a certain number (to be determined by the Developer in its sole discretion) of bicycle/storage lockers in Development #2 (the “**Lot B Bicycle/Storage Lockers**”, and together with the Development Bicycle/Storage Lockers, the “**Bicycle/Storage Lockers**”) may be made available for the exclusive use of the owners and occupants of the Development by way of partial assignment of the Master Parking/Storage Agreement to owners of the Strata Lots. Although the Lot B Bicycle/Storage Lockers will be located in the shared areas of the Lot B Parking Facility, and will form part of Development #2, and not the Development, such bicycle/storage lockers, if so designated by the Developer in its sole discretion, will be subject to the Parking Stalls/Storage Lockers Easement over Lot B to be registered in favour of Lot A prior to the Strata Plan being registered in the Land Title Office, and any related cost sharing obligations between the Strata Corporation and the South Tower Strata Corporation.”;

- (b) by deleting subsection (d) in its entirety and replacing it with the following:

“The Development is also anticipated to include approximately 165 secured bicycle stalls (“**Secured Bike Stalls**”) located in part in a bicycle storage room on level P1 of the Parking Facility and in part in the North Tower Bike Pavilion at ground level in the Development, all of which will be designated as Common Property of the Development on the Strata Plan, and intended for the parking of bicycles by residents, visitors and guests of the Development on a “first-come, first-served” basis in accordance with the Bylaws and any rules and regulations of the Strata Corporation which govern the use thereof.

Owners and occupants of the Development will also have access to and use of the South Tower Bike Pavilion located at grade-level in the South Tower and owners and occupants of the South Tower will have reciprocal access to and use of the Secured Bike Stalls in the North Tower Bike Pavilion. It is intended that the shared use of the North Tower Bike Pavilion and the South Tower Bike Pavilion and applicable cost sharing arrangements between the owners of Lot A and Lot B will be subject to the Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements.”;

- (c) by deleting subsection (e) in its entirety and replacing it with the following:

“The Strata Corporation will, upon its formation, be responsible for managing and administering the Development Bicycle/Storage Lockers (and such storage areas containing the Development Bicycle/Storage Lockers) and the Secured Bicycle Stalls and the use thereof (subject to the allocations of Development Bicycle/Storage Lockers to owners of the Strata Lots or South Tower strata lots pursuant to the Master Parking/Storage Agreement and partial assignments thereof) and may adopt rules and regulations relating to same and may elect to operate the Development Bicycle/Storage Lockers (and the storage areas containing the Development Bicycle/Storage Lockers) and the Secured Bicycle Stalls, in such manner as it sees fit, subject to the terms of the Bylaws, and where applicable, the Master Parking/Storage Agreement, the Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements, the Parking Stalls/Storage Lockers Easement over Lot A and/or the Parking Stalls/Storage Lockers Easement over Lot B.

The South Tower Strata Corporation will, upon its formation, be responsible for managing and administering any Lot B Bicycle/Storage Lockers (and such storage areas containing the Lot B Bicycle/Storage Lockers) and the secured bicycle stalls in the South Tower Bike Pavilion and the use thereof (subject to the allocations of Lot B Bicycle/Storage Lockers or other bicycle/storage lockers to owners of the Strata Lots or South Tower strata lots pursuant to the South Tower Master Parking/Storage Agreement and partial assignments thereof) and may adopt rules and regulations relating to same and may elect to operate the any bicycle/storage lockers on the common property of the South Tower Strata Corporation (including any Lot B Bicycle/Storage Lockers and the storage areas containing such bicycle/storage lockers) and any secured bicycle stalls in the South Tower Bike Pavilion, in such manner as it sees fit, subject to the terms of the South Tower Strata Corporation’s bylaws, and where applicable, the South Tower Master Parking/Storage Agreement, the Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements, the Parking Stalls/Storage Lockers Easement over Lot A and/or the Parking Stalls/Storage Lockers Easement over Lot B.”; and

- (d) by deleting subsection (f) thereof in its entirety.;

12. by inserting the following at the end of the first paragraph under Section 3.11 as the last sentence thereof:

“Pursuant to amendments to the Strata Property Regulation accompanying the *Strata Property Act*, which will come into effect on November 1, 2023, from and after said effective date, the contingency reserve fund will be required to be at least 10% of the budgeted operating expenses after the first annual general meeting of the Strata Corporation.”;

13. by deleting the last sentence of Section 3.12 in its entirety and replacing it with the following:

“The amount anticipated to be contributed by the Developer to the contingency reserve fund is approximately \$53,414.65 which calculates to 5% of the Budget, as required by the *Strata Property Act*.”;

14. by deleting subsection 3.15(a) in its entirety and replacing it with the following:

“The Developer has entered into a management contract with Tribe Management Inc., a copy of which is attached hereto as **Exhibit “M”**, for the provision for strata management services to the Strata Corporation. The selected property management company is licensed as required by British Columbia law.”;

15. by deleting paragraph under Section 3.17 in its entirety and replacing the paragraph with "Intentionally Deleted", as the requirement is no longer applicable under the *Real Estate Development Marketing Act.*;

16. by inserting the following paragraphs at the end of Section 4.1 as the last paragraphs thereof:

"In accordance with the above-noted descriptions and the Developer's intention to subdivide Lot A (formerly referred to herein as the "Lands") to create the Strata Lots and Common Property prior to conveying the Strata Lots to purchasers, the Developer has applied for subdivision of Lot A as more particularly described below. On August 2, 2023, the Strata Plan was deposited for registration in the Land Title Office in respect of Lot A. Accordingly, the Strata Lots are now generally legally described as follows:

Strata Lots 1 – 322  
Section 22, Block 5 North, Range 2 West, New Westminster District  
Strata Plan EPS7718

together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V.

As of the date of this Final Amendment, the Strata Plan, related strata formation documents and ancillary agreements are pending for full registration in the Land Title Office, following which the individual titles to the Strata Lots will be issued. Copies of the related strata documents in final form as registered in the Land Title Office are attached hereto as replacement exhibits, as more particularly described herein. The Developer, together with the developer of Development #2, has also applied to subdivide Lot B by way of filing the required air space and strata subdivision plans, the strata formation documents and ancillary agreements for the South Tower in the Land Title Office together with Lot A.";

17. by amending Section 4.3(a) as follows:

(a) by inserting the following to the end of Section 4.3(a) as the last subsections thereof:

"(ix) Hereto is annexed Easement CB728676 over that part of Lot B, shown on Plan EPP115036. This legal notation relates to the registration of an easement in favour of the registered owner of the Lands, for the purposes of, without limitation, providing the Lot A Owner and its Users (as each such term is defined in the Access Easement/No Build Covenant) with unobstructed pedestrian access to and egress from the North Tower pursuant to various terms and conditions between the parties as more particularly set out therein and forms part of an access easement in favour of Lot A, and a no-build covenant in favour of the City (the "**Access Easement/No Build Covenant**"). A copy of this agreement, referred to herein as Registered Access Easement/No Build Covenant, is attached as **Exhibit "Y"**;

(x) Hereto is annexed Easement CB728691 over Lot B. This legal notation relates to the registration of a reciprocal easement in favour of the registered owner of the Lands, and certain covenants in favour of the City, which easement and covenants form part of the Reciprocal Easement for Building Systems, as described in subsection 4.3(b)(xl). A copy of this agreement, referred to herein as the Reciprocal Easement for Building Systems Agreement, is attached as **Exhibit "X"**;

- (xi) Hereto is annexed Easement CB742785 over part of Lot B, shown in plan EPP115037. This legal notation relates to the registration of a reciprocal easement in favour of the registered owner of the Lands, for the benefit of the Project and for purposes relating to the shared building structures therein, which easement forms part of the Reciprocal Easement for Parking Facility Common Wall, as described in subsection 2.1.2(g). A copy of this agreement, referred to herein as Reciprocal Easement for Parking Facility Common Wall Agreement, is attached as **Exhibit "Z"**;
- (xii) Hereto is annexed Easement CB800290 over Lot B (*Pending*). This legal notation relates to the registration of an easement in favour of the registered owner of the Lands, for the benefit of the Project for the purposes of, without limitation, the Lot A Owner and the Lot B Owner sharing in certain access, repair and maintenance rights and obligations with respect to the shared Auto Courtyard, as described in Section 3.7. A copy of this agreement, referred to herein as the Filed Reciprocal Auto Courtyard and Commercial Plaza Easement, is attached as **Exhibit "AA"**;
- (xiii) Hereto is annexed Easement CB800312 over Lot B (*Pending*). This legal notation relates to the registration of a reciprocal easement against title to Lot B in favour of the registered owner of the Lands, for the benefit of the Project for the purposes of, without limitation, providing the owners, occupants and guests of the Development with shared access to the Concierge & Security Services, Concierge Desk and Automated Parcel Lockers located in the common property of Lot B, as described in Section 2.1.2. A copy of this agreement, referred to herein as the Filed North Tower Bike Pavilion / Automated Parcel Lockers / Concierge and Security Desk Easement, is attached as **Exhibit "BB"**; and
- (xiv) Hereto is annexed Easement CB800315 over Lot B (*Pending*). This legal notation relates to the registration of a reciprocal easement against title to Lot B, in favour of the registered owner of the Lands, for the benefit of the Project for purposes as set out in the Parking Stalls/Storage Lockers Easement over Lot B and described in Sections 3.7 and 3.9(e), a copy of which agreement is attached as **Exhibit "R-1"**;

18. by amending Section 4.3(b) as follows:

- (a) by inserting the following to the end of Section 4.3(b) as the last subsections thereof, which describe the new encumbrances which the Developer has caused to be filed against the title to Lot A since the date of filing of the Sixth Amendment, some of which are pending for full registration by the Land Title Office as of the date of this Final Amendment, as noted below:
  - “(xliv) Covenant CB728682 in favour of the City. This encumbrance is a covenant pursuant to section 219 of the *Land Title Act* and forms part of the Access Easement/No Build Covenant, as described in in subsection 4.3(a)(ix), a copy of which agreement is attached as **Exhibit "Y"**;
  - (xlv) Priority Agreement CB728683. This priority agreement grants Covenant CB728682 priority over the HSBC Mortgage;
  - (xlvii) Priority Agreement CB728684. This priority agreement grants Covenant CB728682 priority over the Aviva Mortgage;



- (xlvii) Covenant CB728685. This is a covenant pursuant to section 219 of the *Land Title Act* granted in favour of the City, and forms part of the Access Easement/No Build Covenant, as described in in subsection 4.3(a)(ix), a copy of which agreement is attached as **Exhibit "Y"**;
- (xlviii) Priority Agreement CB728686. This priority agreement grants Covenant CB728685 priority over the HSBC Mortgage;
- (xlix) Priority Agreement CB728687. This priority agreement grants Covenant CB728685 priority over the Aviva Mortgage;
- (l) Easement CB728688 in favour of the registered owners of Lot B. This encumbrance is an easement for the benefit of the Project, and forms part of the Registered Reciprocal Easement for Building Systems, for purposes as described therein, including, without limitation, allowing the Lot A Owner and the Lot B Owner to share in certain access, repair and maintenance rights and obligations with respect to the various shared building systems in the Project, all of which serve the North Tower and the South Tower and the interconnected components thereof, including to provide for shared support, life safety and fire protection systems and fire department access, and certain cost sharing obligations with respect thereto, a copy of which agreement is attached as **Exhibit "X"**;
- (li) Priority Agreement CB728689. This priority agreement grants Covenant CB728688 priority over the HSBC Mortgage;
- (lii) Priority Agreement CB728690. This priority agreement grants Covenant CB728688 priority over the Aviva Mortgage;
- (liii) Covenant CB728694. This is a covenant pursuant to section 219 of the *Land Title Act* granted in favour of the City, and forms part of the Reciprocal Easement for Shared Building Systems described in subsection 4.3(b)(l), a copy of which agreement is attached as **Exhibit "X"**;
- (liv) Priority Agreement CB728695. This priority agreement grants Covenant CB728694 priority over the HSBC Mortgage;
- (lv) Priority Agreement CB728696. This priority agreement grants Covenant CB728694 priority over the Aviva Mortgage;
- (lvi) Covenant CB728697. This is a covenant pursuant to section 219 of the *Land Title Act* granted in favour of the City, and forms part of the Registered Reciprocal Easement for Shared Building Systems Easement, for the benefit of the Project, as described in subsection 4.3(b)(l), a copy of which agreement is attached as **Exhibit "X"**;
- (lvii) Priority Agreement CB728698. This priority agreement grants Covenant CB728697 priority over the HSBC Mortgage;
- (lviii) Priority Agreement CB728699. This priority agreement grants Covenant CB728697 priority over the Aviva Mortgage;

- (Iv iv) Easement CB742784 in favour of the registered owner of Lot B (*Pending*). This encumbrance is a reciprocal easement agreement for the benefit of the Project, and forms part of the Agreement pertaining to a shared wall structure within the interconnected parking facility, and provides certain access, repair and maintenance rights, obligations and related cost sharing obligations with respect thereto, a copy of which agreement is attached as **Exhibit "Z"**;
- (Iv v) Modifications and Priority Agreements CB800274 to CB800284 (*Pending*), respectively, form part of a single agreement which includes a modification agreement for the purposes of providing certain amendments to the Registered Reciprocal Amenity Use and Cost Sharing Agreement, for the benefit of the Project, as described therein and in Section 2.1.2(g), and includes the related priority agreements with respect thereto, a copy of which agreement is attached as **Exhibit "Q-1"**;
- (Iv vi) Lease CB800286 (*Pending*) is the Final Roof Lease agreement, as described in Section 1.6(e), a copy of which agreement is attached as **Exhibit "N"**;
- (Iv vii) Easement CB800289 in favour of the registered owner of Lot B (*Pending*). This encumbrance is a reciprocal easement agreement for the benefit of the Project, and forms part of the Filed Reciprocal Auto Courtyard and Commercial Plaza Easement, as described in Sections 2.1.2 and 3.7, a copy of which agreement is attached as **Exhibit "AA"**;
- (Iv viii) Easement CB800311 in favour of the registered owner of the Lot B (*Pending*). This encumbrance is a reciprocal easement agreement for the benefit of the Project, and forms part of the Filed North Tower Bike Pavilion / Automated Parcel Lockers / Concierge and Security Desk Easement, as described in Section 2.1.2(d), a copy of which agreement is attached as **Exhibit "BB"**;
- (Iv iv iv) Easement CB800313 in favour of the registered owner of the Lot B (*Pending*). This encumbrance is a reciprocal easement agreement for the benefit of the Project, and forms part of the Final Parking Access Easement over Lot A, as described in Sections 2.1.2(g) and 3.7, a copy of which agreement is attached as **Exhibit "S-1"**; and
- (Iv v v) Easement CB800314 in favour of the registered owner of Lot B (*Pending*). This encumbrance is a reciprocal easement agreement for the benefit of the Project, and forms part of the Filed Parking Stalls/Storage Lockers Easement over Lot A, as described in Section 3.7, a copy of which agreement is attached as **Exhibit "R"**;

19. by inserting a new Section 4.3(c) immediately following Section 4.3(b), as follows:

“(a) *Discharge of Certain Registered Encumbrances*

- (i) Release CB800310 (*Pending*) is a partial release of the benefit of Easement CA7580828 from the Commercial Air Space Parcel; and
- (ii) any other charges which the Developer and/or the Land Title Office may require to be released from title in connection with the pending review and processing of the Developer's application for subdivision of Lot A.”;

20. by amending Section 4.4 as follows:
- (a) by deleting the paragraphs under subsections 4.4(c), (d), (e), (f), (g) and (k) in their entirety and replacing them with *“Intentionally deleted.”*; and
  - (b) in subsection (e), by inserting the following: “As of the date of filing this Final Amendment, the Developer has applied to subdivided Lot A to create the individual Strata Lots, and upon registration of the Strata Plan, the Developer will proceed with filing the Party Wall Agreement in the Land Title Office, a copy of which is attached as **Exhibit “CC”**”;
21. by deleting the second and third paragraphs of Section 5.1 in their entirety and replacing them with the following:
- “Construction of the Development completed on or about July 27, 2023, upon which date the City issued a Provisional Occupancy Permit for the North Tower.”;
22. by deleting the second paragraph of Section 6.1 in its entirety, and inserting the following as the last paragraph thereof:
- “As of the date of this Final Amendment, a Provisional Occupancy Permit has been issued for the Development, as described in Section 5.1.”;
23. by deleting the words “Spagnuolo & Company Real Estate Lawyers” in Section 7.1 and replacing them with “Spagnuolo & Company LLP”;
24. by deleting the words **“Exhibit “L-3”** in Section 7.2.1 and replacing them with **“Exhibit “L”**”;
25. by amending Section 7.2.2 as follows:
- (a) by deleting subsection (a) thereof in its entirety and replacing it with the following:

“Pursuant to Section 4.1 of the Agreement of Purchase and Sale, the completion date of the Purchase and Sale of the Strata Lot will be on the completion date set out in the Agreement of Purchase and Sale (the **“Completion Date”**)”;
  - (b) by deleting subsections (b), (c), (e), (h), (i) and (j) in their entirety and replacing each with the words *“Intentionally deleted.”*;
26. by amending Section 7.2.3 as follows:
- (a) by deleting the words **“Exhibit “L-3”** in subsection 7.2.3(1) and replacing them with the words **“Exhibit “L”**”;
  - (b) by deleting subsection 7.2.3(3) and replacing it with the following:

“Notwithstanding paragraphs 7.1(a) through (f) of the Agreement of Purchase and Sale, the Purchaser may only assign the Purchaser’s interest in the Strata Lot or in the Agreement of Purchase and Sale or direct the transfer of the Strata Lot to any other or additional party with the written consent of the Vendor which consent may be arbitrarily withheld by the Vendor and unless the Vendor so consents the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named therein. If, following the Purchaser’s delivery to the Vendor of the Prescribed Information and Records required by the Vendor pursuant to REDMA and the REDMA Regulation, as set out in paragraphs 7.1(b) and (c) the Agreement of Purchase and Sale, and thereafter with the consent of the Vendor,

the Purchaser assigns the Purchaser's interest in the Strata Lot or the Agreement of Purchase and Sale or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor (i) an assignment fee in the amount of three percent (3%) of the Purchase Price referred to in paragraph 1.01 of Part 1 of the Agreement of Purchase and Sale, plus GST and all applicable taxes (the "**Assignment Fee**"), and (ii) all applicable filing, registration, legal and administration fees (collectively, the "**CSAIR Fees**") to compensate the Vendor for legal, administrative and related costs in connection with filing a report to register such assignment in the Condo and Strata Assignment Integrity Register ("**CSAIR**"), except that such handling charge will be reduced to Five Hundred Dollars (\$500.00), plus GST and applicable CSAIR Fees, if the assignee is the Purchaser's spouse, parent, child, grandparent or grandchild.

Any purchaser seeking the Vendor's consent to an assignment must give the Vendor at least fourteen (14) days' written notice of such request prior to submitting the written form of assignment agreement for the Vendor's consideration.

Without limiting the Vendor's discretion to approve or condition any assignment, the Vendor's consent to an assignment of the Purchaser's interest in the Agreement of Purchase and Sale is subject to the Purchaser satisfying the following conditions:

- (i) the Purchaser or the assignee has provided to the Vendor the applicable Assignment Fee and CSAIR Fees payable in accordance with paragraph 7.1(h) of the Agreement of Purchase and Sale in respect of such assignment;
- (ii) the Purchaser has provided the Vendor with all Prescribed Information and Records in respect of the Purchaser, the proposed assignee and any other party in connection with the Purchaser's request for consent to the assignment which may be necessary in order for the Vendor to consider the request, as determined by the Vendor, including the information and records necessary or desirable to enable the Vendor to fully comply with all requirements of all applicable laws as amended from time to time, including the provisions of REDMA.
- (iii) the Purchaser has delivered or caused to be delivered to the Vendor any additional documents the Vendor may require from the Purchaser, the proposed assignee and any other party in connection with the Purchaser's request for consent to the assignment; and
- (iv) the Purchaser, the proposed assignee and any other applicable party have executed and delivered to the Vendor, an assignment and assumption agreement satisfactory to the Vendor in form and content.

Notwithstanding paragraphs 7.1(a) through (f) of the Agreement of Purchase and Sale, the Vendor will not consider any request for consent if:

- (a) made after that date which is sixty (60) days prior to the Completion Date;
- (b) the Vendor has previously consented to an assignment by the Purchaser; or
- (c) the Purchaser has not complied with the marketing restrictions set out in paragraph 8.1 of the Agreement of Purchase and Sale.

No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or the Agreement of Purchase and Sale or direction of transfer to any other person shall have the effect of releasing the Purchaser from any of the Purchaser's obligations or liabilities under the Agreement of Purchase and Sale.”;

(c) by deleting subsection 7.2.4 (b) through (e) and replacing them with the following:

“(b) If the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit together with interest accrued thereon (less the Stakeholder's reasonable administration fee) shall be paid by the Stakeholder to the Vendor forthwith; and

(c) If the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with the interest accrued thereon (less the Stakeholder's reasonable administrative fee) shall be paid by the Stakeholder to the Purchaser.”;

27. by deleting Section 7.4(g) and replacing it with the following:

“Owners of the Strata Lots and owners of the strata lots in the South Tower and owners of the Strata Lots and owners of the Commercial Component will share certain expenses in respect of operating, maintaining and repairing the Project on an equitable basis, and with respect to shared use of any common areas, utility systems and facilities, or certain other components of the Development, as set forth in one or more easement and cost sharing agreements, including without limitation the Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements, the Reciprocal Shared Project Facilities Use and Cost Sharing Agreements and the Shared Parking Facility Easements. Included within such agreements will be the easements over Lot A required over certain parking stalls and/or storage lockers to be allocated for shared or exclusive use by the South Tower as more particularly described in Sections 3.7, 3.9 and 4.4. Such expenses may include, for example, costs associated with certain shared use areas, utility systems, landscaping and courtyard maintenance, repairing parking gates, maintaining drive ramps, drive aisles, etc. The terms upon which such expenses are shared are set forth in such easements and cost sharing agreements.”;

28. by deleting Section 7.4(i) and replacing it with the following:

“Notwithstanding anything to the contrary contained herein, it is intended that a certain number of Development Resident Stalls (including EV Stalls) and a certain number of Development Bicycle/Storage Lockers (in each case as determined by the Developer in its sole discretion) located in the Development (the “**Additional Parking/Storage for Development #2 (on Lot A)**”) will be made exclusively available to the owners and residents South Tower by way of partial assignment of the Master Parking/Storage Agreement to owners of strata lots in the South Tower. Although the Additional Parking/Storage for Development #2 (on Lot A) are located on Lot A, and form part of the Development, and not Development #2, such parking stalls and bicycle/storage lockers, as so designated by the Developer in its sole discretion, will be subject to the Parking Stalls/Storage Lockers Easement over Lot A registered in favour of Lot B prior to the Strata Plan being registered in the Land Title Office, and any related cost sharing obligations between the Strata Corporation and the South Tower Strata Corporation, and may be subject to further agreements between the Lot A and Lot B owners, as the Developer may deem necessary or desirable for the Project.”;

29. by deleting Exhibit “C” titled “Proposed Strata Plan – Revised” in its entirety and replacing it with the “**Exhibit “C”** Final Strata Plan EPS7718” attached to this Final Amendment;

30. by deleting Exhibit "D" titled "Proposed Form V – Schedule of Unit Entitlement – Revised" in its entirety and replacing it with the "**Exhibit "D"** Final Form V – Schedule of Unit Entitlement" attached to this Final Amendment;
31. by deleting Exhibit "E" titled "Estimated Operating Budgets – Revised" in its entirety and replacing it with the "**Exhibit "E"** Final Estimated Operating Budgets" attached to this Final Amendment;
32. by deleting Exhibit "F" titled "Estimated Monthly Maintenance Fees per Strata Lot – Revised" in its entirety and replacing it with the "**Exhibit "F"** Final Estimated Monthly Maintenance Fees per Strata Lot" attached to this Final Amendment;
33. by deleting Exhibit "G" titled "Proposed Form Y (Owner Developer's Notice of Different Bylaws)" in its entirety and replacing it with the "**Exhibit "G"** Final Form Y (Owner Developer's Notice of Different Bylaws)" attached to this Final Amendment;
34. by deleting Exhibit "H" titled "Proposed Form of Master Parking/Storage Agreement – Revised" in its entirety and replacing it with the "**Exhibit "H"** Final Master Parking/Storage Agreement" attached to this Final Amendment;
35. by deleting Exhibit "I" titled "Proposed Form of Partial Assignment of Master Parking/Storage Agreement – Revised" in its entirety and replacing it with the "**Exhibit "I"** Final Partial Assignment of Master Parking/Storage Agreement" attached to this Final Amendment;
36. by removing "**Exhibit "J"** Rental Disclosure Statement in its entirety (as it is no longer applicable);
37. by deleting Exhibit "L-3" titled "Form of Agreement of Purchase and Sale" in its entirety and replacing it with the "**Exhibit "L"** Final Form of Agreement of Purchase and Sale" attached to this Final Amendment, for the Developer's use as of the date of this Final Amendment in connection with any unsold Strata Lots;
38. by deleting Exhibit "M" titled "Proposed Form of Management Agreement – Revised" in its entirety and replacing it with the "**Exhibit "M"** Final Management Agreement" attached to this Final Amendment;
39. by deleting Exhibit "N" titled "Proposed Form of Roof Lease" in its entirety and replacing it with the "**Exhibit "N"** Final Roof Lease" attached to this Final Amendment;
40. by inserting "**Exhibit "Q-1"** Registered Modification of Reciprocal Amenity Use and Cost Sharing Agreement", attached to this Final Amendment, immediately following Exhibit "Q";
41. by deleting Exhibit "R" titled "Draft Parking Stalls/Storage Lockers Easement over Lot A – Revised" and replacing it with the "**Exhibit "R"** Registered Parking Stalls/Storage Lockers Easement over Lot A" attached to this Final Amendment;
42. by inserting "**Exhibit "Q-1"** Registered Modification of Reciprocal Amenity Use and Cost Sharing Agreement", attached to this Final Amendment, immediately following Exhibit "Q";
43. by inserting "**Exhibit "R-1"** Filed Parking Stalls/Storage Lockers Easement over Lot B (except ASP 1)", attached to this Final Amendment, immediately following Exhibit "R";
44. by inserting "**Exhibit "S-1"** Filed Parking Access Easement over Lot A", attached to this Seventh Amendment, immediately following Exhibit "S";
45. by deleting "**Exhibit "U"** Common Property Licence Agreement" in its entirety and replacing it with the "**Exhibit "U"** Final Common Property Licence Agreement", attached to this Final Amendment;

46. by deleting “**Exhibit “W”** Definitions and Exhibits” in its entirety and replacing it with the “**Exhibit “W”** Final Definitions and Exhibits”, attached to this Final Amendment;
47. by inserting “**Exhibit “X”** Registered Reciprocal Easement for Building Systems”; attached to this Final Amendment, immediately following Exhibit “V”;
48. by inserting “**Exhibit “Y”** Registered Access Easement/No Build Covenant over part of Lot B”; attached to this Final Amendment, immediately following Exhibit “X”;
49. by inserting “**Exhibit “Z”** Registered Reciprocal Easement for Parking Facility Common Wall”; attached to this Final Amendment, immediately following Exhibit “Y”;
50. inserting “**Exhibit “AA”** Final Reciprocal Auto Courtyard and Commercial Plaza Easement”; attached to this Final Amendment, immediately following Exhibit “Z”;
51. by inserting “**Exhibit “BB”** Filed North Tower Bike Pavilion / Automated Parcel Lockers / Concierge and Security Desk Easement”; attached to this Final Amendment, immediately following Exhibit “AA”;
52. by inserting “**Exhibit “CC”** Filed Party Wall Agreement”, attached to this Final Amendment, immediately following Exhibit “BB”; and
53. by inserting “**Exhibit “DD”** Final Co-operative Carsharing Agreement”, attached to this Final Amendment, immediately following Exhibit “CC”.

*[Remainder of this page intentionally left blank.]*

**DEEMED RELIANCE**

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the *Real Estate Development Marketing Act*.


**DECLARATION**

The foregoing statements disclose without misrepresentation, all material facts relating to the North Tower referred to in the Disclosure Statement as required by the *Real Estate Development Marketing Act* of British Columbia as of August 8, 2023.

Signed this 8th day of August, 2023.

**BLUESKY PROPERTIES (UD LANDS) INC.**

  
Per: \_\_\_\_\_  
Authorized Signatory  
Dale Bosa, Director

  
\_\_\_\_\_  
Dale Bosa, Director

  
\_\_\_\_\_  
Colin Bosa, Director

**BLUESKY PROPERTIES (UD NORTH) INC.**

  
Per: \_\_\_\_\_  
Authorized Signatory  
Dale Bosa, Director

  
\_\_\_\_\_  
Dale Bosa, Director

  
\_\_\_\_\_  
Colin Bosa, Director



**EXHIBIT "C"**

**FILED STRATA PLAN EPS7718**

[See Attached]

NEW WESTMINSTER LAND TITLE OFFICE

Aug-02-2023 08:09:05.002

EPS7718

SURVEY PLAN CERTIFICATION  
PROVINCE OF BRITISH COLUMBIA

0972

PAGE 1 OF 52 PAGES

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

<b>Robert Adriaensen</b> LIL6HM	c=CA, cn=Robert Adriaensen LIL6HM, o=BC Land Surveyor, ou=Verify ID at www.juricert.com/LKUP.cfm?id=LIL6HM
------------------------------------	--

1. BC LAND SURVEYOR: (Name, address, phone number)

**Robert Adriaensen**  
**Bennett Land Surveying Ltd.**  
**#203-15310 103A Avenue,**  
**Surrey BC V3R 7A2**

File: 30870-34  
Phone: 604-582-0717  
Email: rob@bennettsurveys.com

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **168-910-2764**

Plan Number: **EPS7718**

This original plan number assignment was done under Commission #: **972**

LTO Document Reference: **CB800321**

3. CERTIFICATION:

Form 9     Explanatory Plan     Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on:	2023	July	07	(YYYY/Month/DD)	The checklist was filed under ECR#:
The plan was completed and checked on:	2023	July	10	(YYYY/Month/DD)	272934

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of **2023 July 07** (YYYY/Month/DD)  None  Strata Form S

None     Strata Form U1     Strata Form U1/U2

I am a British Columbia land surveyor and certify:

- That the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan subject to clause 2 of this endorsement
- That certain parts of the buildings are not within the external boundaries but appropriate and necessary easements of other interests are registered as set out in section 244 (1)(f) of the Strata Property Act.

Registered Charge Number(s): **CB742785**

Certification Date: **2023 July 10** (YYYY/Month/DD)

Arterial Highway

Remainder Parcel (Airspace)

4. ALTERATION:

**STRATA PLAN OF LOT A, SECTION 22,  
BLOCK 5 NORTH, RANGE 2 WEST,  
NEW WESTMINSTER DISTRICT,  
PLAN EPP79101**



"CITY OF SURREY"  
B.C.G.S. 92G.016

"UNIVERSITY DISTRICT NORTH"  
NORTH TOWER: 13428 105 AVENUE  
TOWNHOUSES: 10468 UNIVERSITY DRIVE  
SURREY, B.C.



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:400

THIS PLAN LIES WITHIN INTEGRATED SURVEY AREA No. 1 (CITY OF SURREY) NAD 83 (CSRS) 4.0.0.BC.1.MVRD

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS 92H0889 AND 92H0891

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.99959115. THE COMBINED FACTOR HAS BEEN DETERMINED BASED ON GEODETIC CONTROL MONUMENTS 92H0889 AND 92H0891

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 92H0889 AND 92H0891 ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

**LEGEND**

- ▲ - DENOTES CONTROL MONUMENT FOUND
- - DENOTES STANDARD IRON POST FOUND
- - DENOTES LEAD PLUG FOUND
- - DENOTES LEAD PLUG PLACED
- D - DENOTES PREVIOUSLY TIED/PLACED, NOW DESTROYED (LOST)
- No. or #- DENOTES NUMBER
- SL - DENOTES STRATA LOT
- PT. - DENOTES PART
- P/L - DENOTES PROPERTY LINE
- ⊙ - DENOTES COMMON PROPERTY
- ⓔ - DENOTES ELECTRICAL ROOM/CLOSET BEING COMMON PROPERTY
- Ⓜ - DENOTES MECHANICAL SPACE BEING COMMON PROPERTY
- Ⓥ - DENOTES VENT BEING COMMON PROPERTY
- Ⓟ - DENOTES PATIO BEING LIMITED COMMON PROPERTY FOR THE EXCLUSIVE USE OF SL. 1 TYPICAL
- Ⓟ - DENOTES BALCONY BEING LIMITED COMMON PROPERTY FOR THE EXCLUSIVE USE OF SL. 8 TYPICAL
- Ⓡ - DENOTES ROOF DECK BEING LIMITED COMMON PROPERTY FOR THE EXCLUSIVE USE OF SL. 300 TYPICAL

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S) AND ARE SET ALONG THE PRODUCTION OF THE PROPERTY BOUNDARY UNLESS OTHERWISE NOTED.

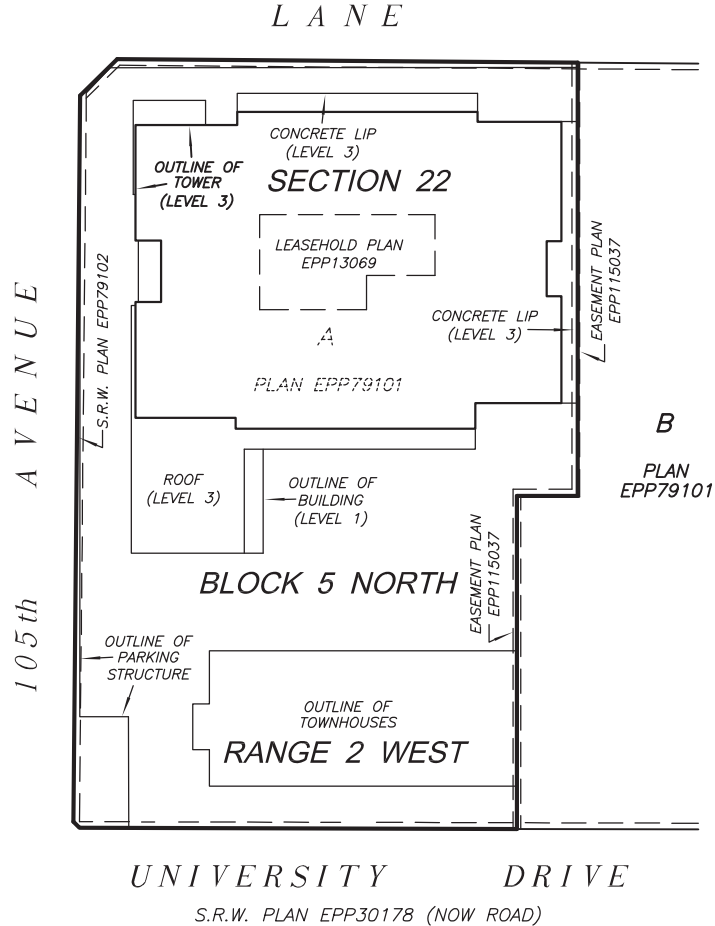
CERTAIN PARTS OF THE BUILDINGS SHOWN HEREON ARE NOT WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN AND APPROPRIATE AND NECESSARY EASEMENTS OR OTHER INTERESTS ARE REQUIRED TO PROVIDE FOR THESE ENCROACHMENTS.

THE BUILDINGS INCLUDED IN THIS STRATA PLAN HAVE NOT BEEN PREVIOUSLY OCCUPIED.

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # 30870-34  
FILE # 30870-34\_FS  
DATE : JULY 10, 2023

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 7th DAY OF JULY, 2023.  
ROBERT ADRIAENSEN, BCLS #972



SEE SHEET #2 FOR BOUNDARY DIMENSIONS  
SEE SHEET #3 FOR BUILDING LOCATION AND DIMENSIONS

**NOTE:**  
LIMITED COMMON PROPERTIES ARE DEFINED AS TO HEIGHT BY THE CENTER OF THE FLOOR OR ITS EXTENSION AND THE CENTER OF THE CEILING ABOVE OR ITS EXTENSION OR WHERE THERE IS NO CEILING ABOVE, BY THE AVERAGE HEIGHT OF SINGLE-LEVEL STRATA LOTS AND SINGLE LEVEL PART STRATA LOTS OF STRATA PLAN EPS7718

**NOTE:**  
ALL STRATA LOT BOUNDARIES ARE PARALLEL OR PERPENDICULAR TO GRID BEARING 90°00'00" UNLESS OTHERWISE SHOWN.

**NOTE:**  
STRATA LOT BOUNDARIES ARE DEFINED AS:  
- 0.025 METRES (ONE INCH) INWARD FROM THE EXTERIOR FACE OF THE WALLS; EXCEPT WHERE THE STRATA LOT ADJOINS CENTRAL STAIRS, LOBBY AND OTHER STRATA LOTS, IN WHICH CASE THE CENTERLINE OF THE STRUCTURAL WALLS IS USED.  
- CENTERLINE OF FLOORS AND CEILINGS.

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT

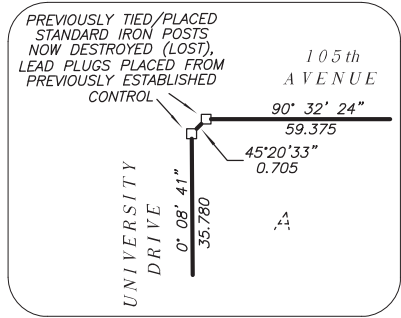
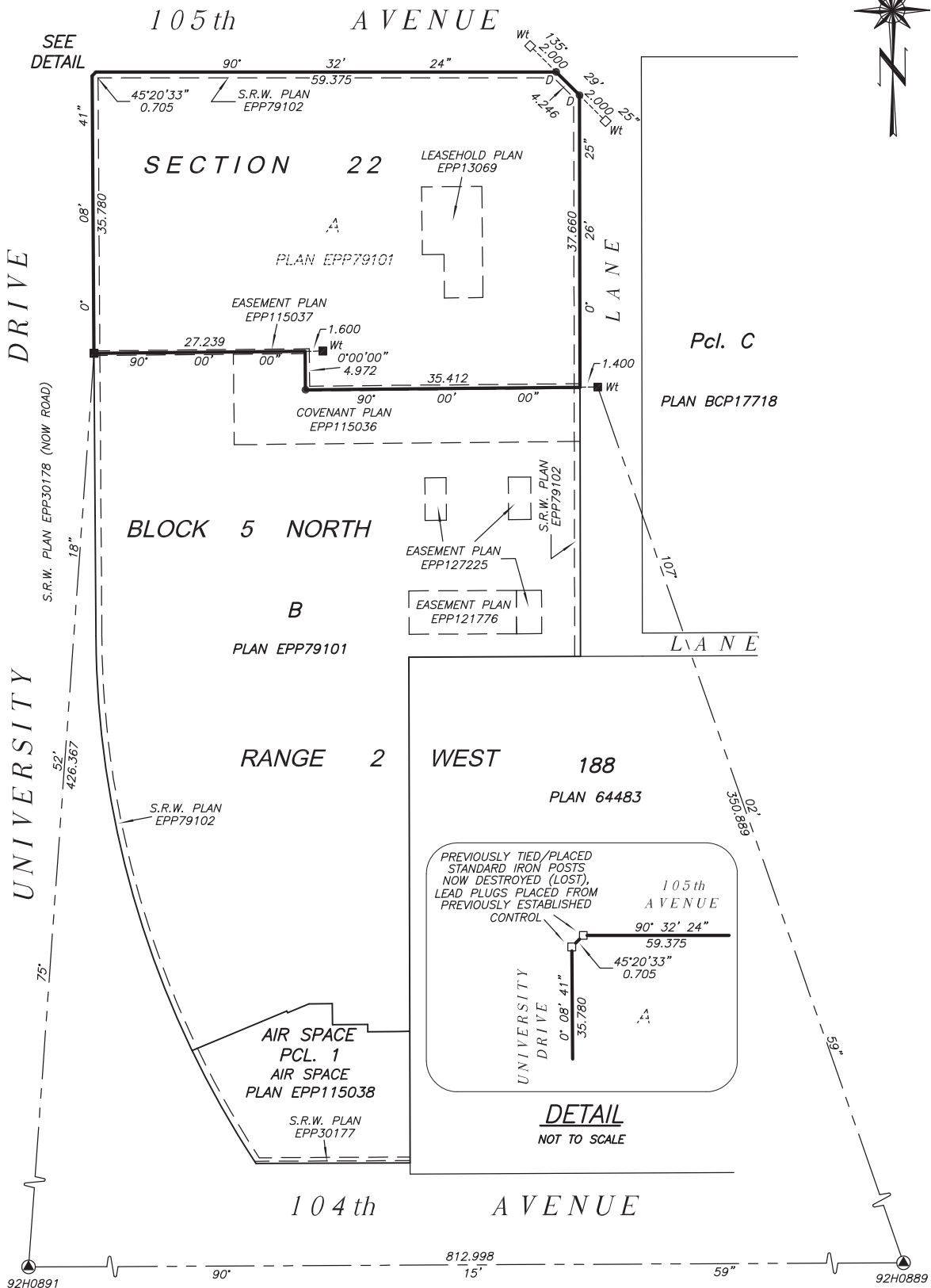
# BOUNDARY DIMENSIONS

# STRATA PLAN EPS7718



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

ALL DISTANCES ARE IN METRES.



**DETAIL**  
NOT TO SCALE

DATUM: NAD83 (CSRS) 4.0.0.BC.1.MVRD, UTM ZONE 10.			
CONTROL MONUMENT	NORTHING	EASTING	ESTIMATED ABSOLUTE ACCURACY
92H0889	5448782.606	511281.259	±0.01
92H0891	5448786.384	510468.602	±0.01

NOTE: FOR MAPPING PURPOSES ONLY.

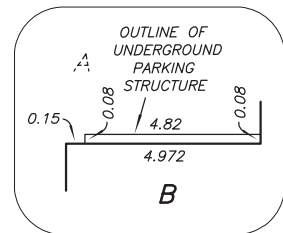
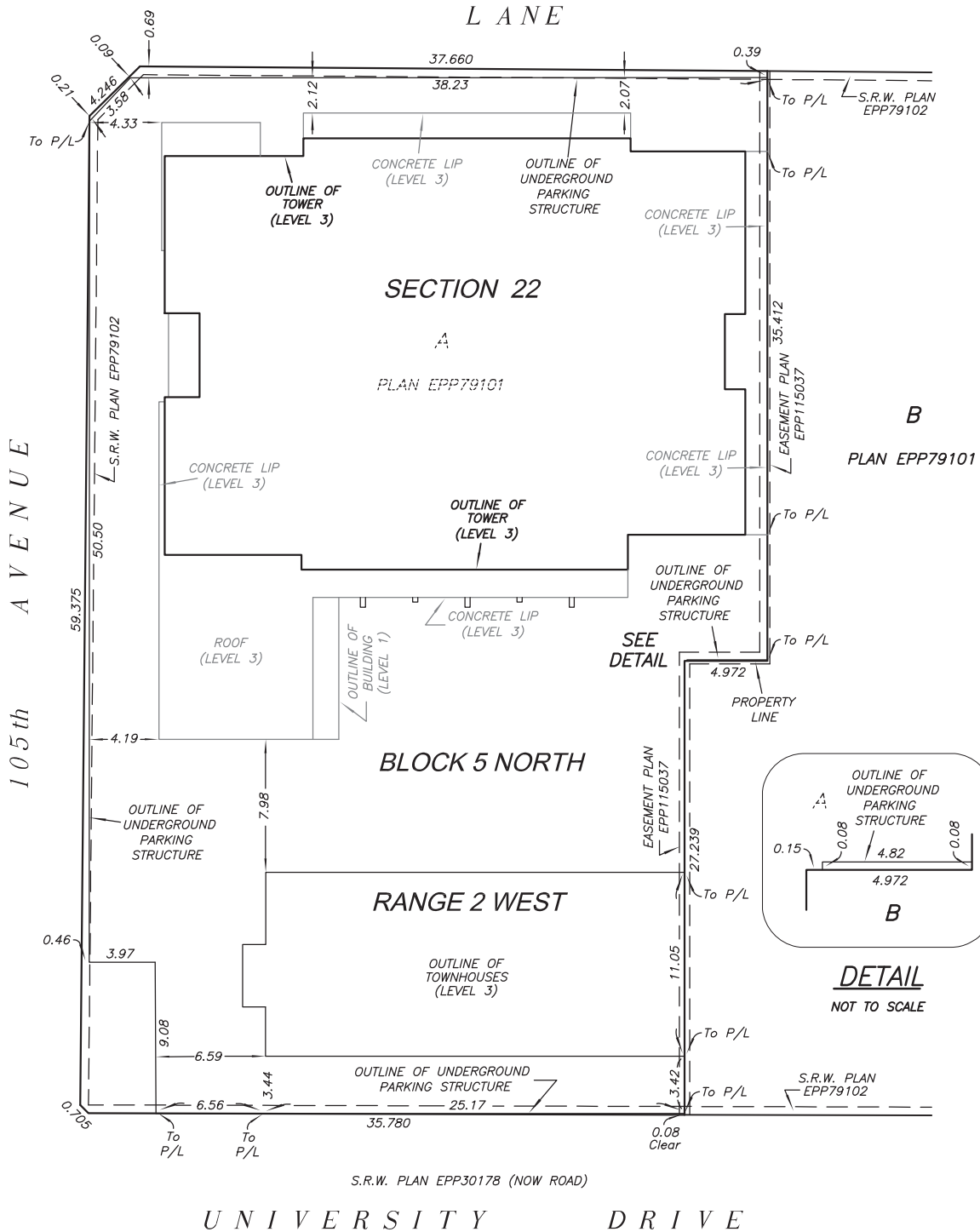
# BUILDING LOCATION AND DIMENSIONS

# STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



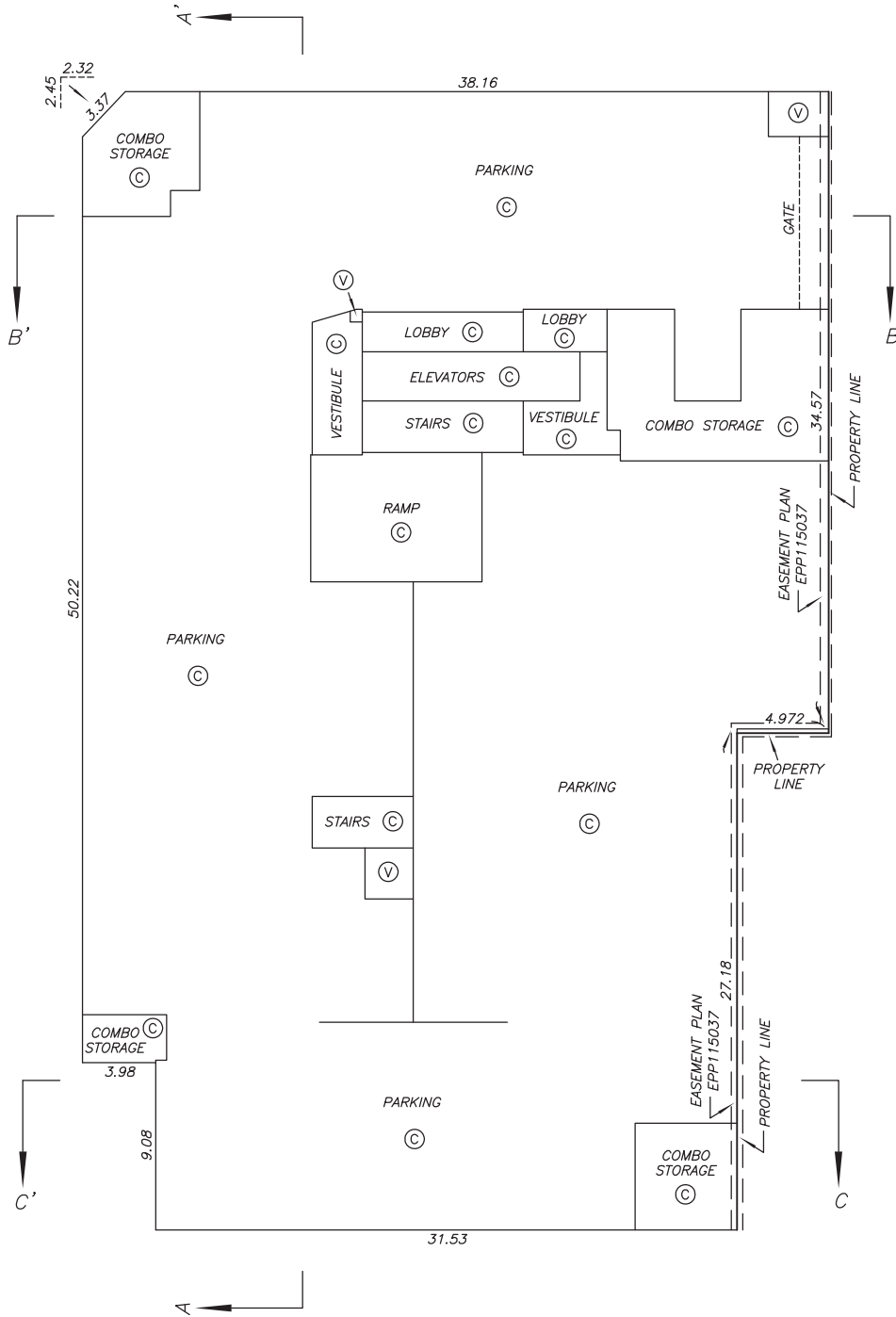
# PARKING LEVEL P5 FLOOR PLAN

# STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



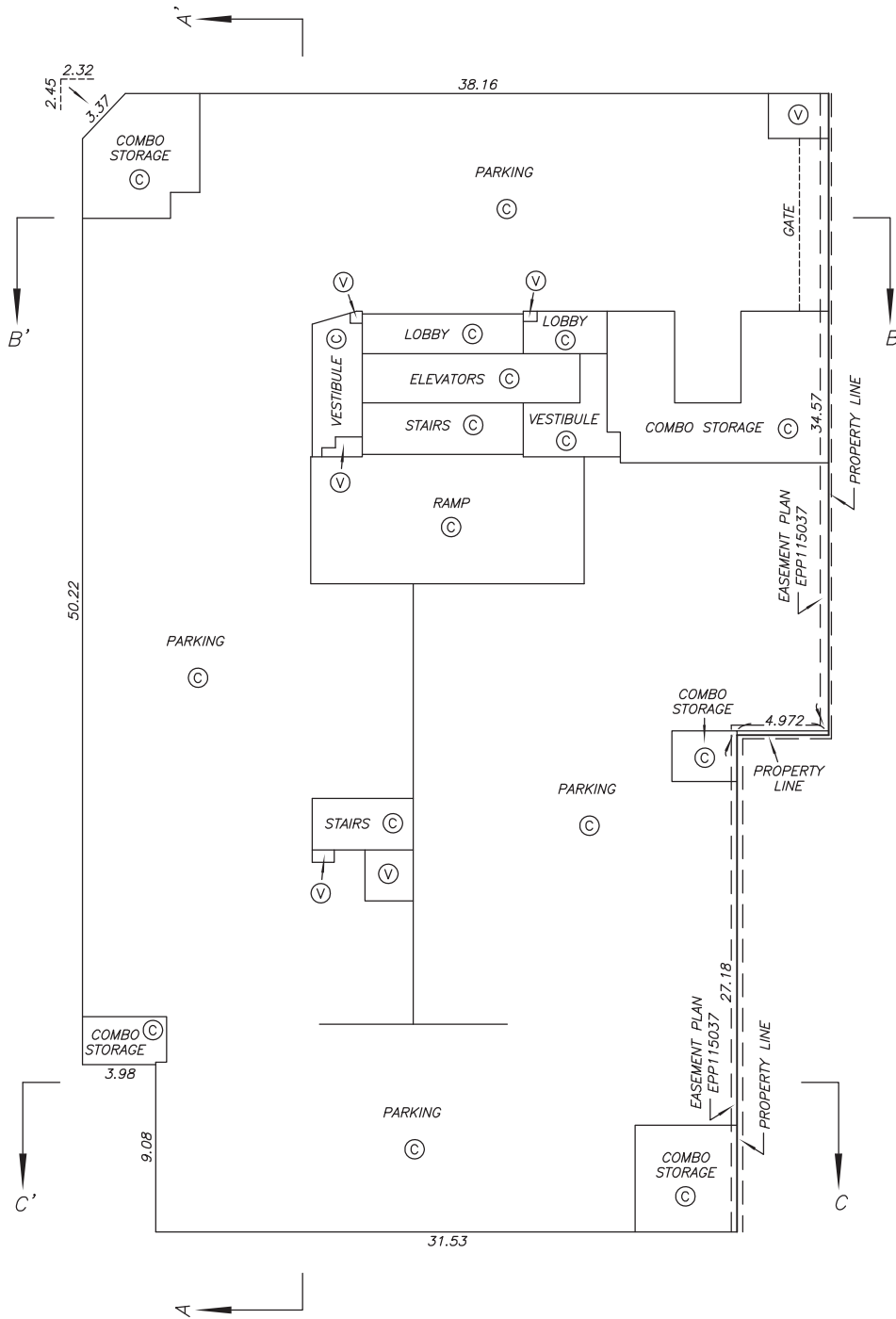
# PARKING LEVEL P4 FLOOR PLAN

# STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



# PARKING LEVEL P3 FLOOR PLAN

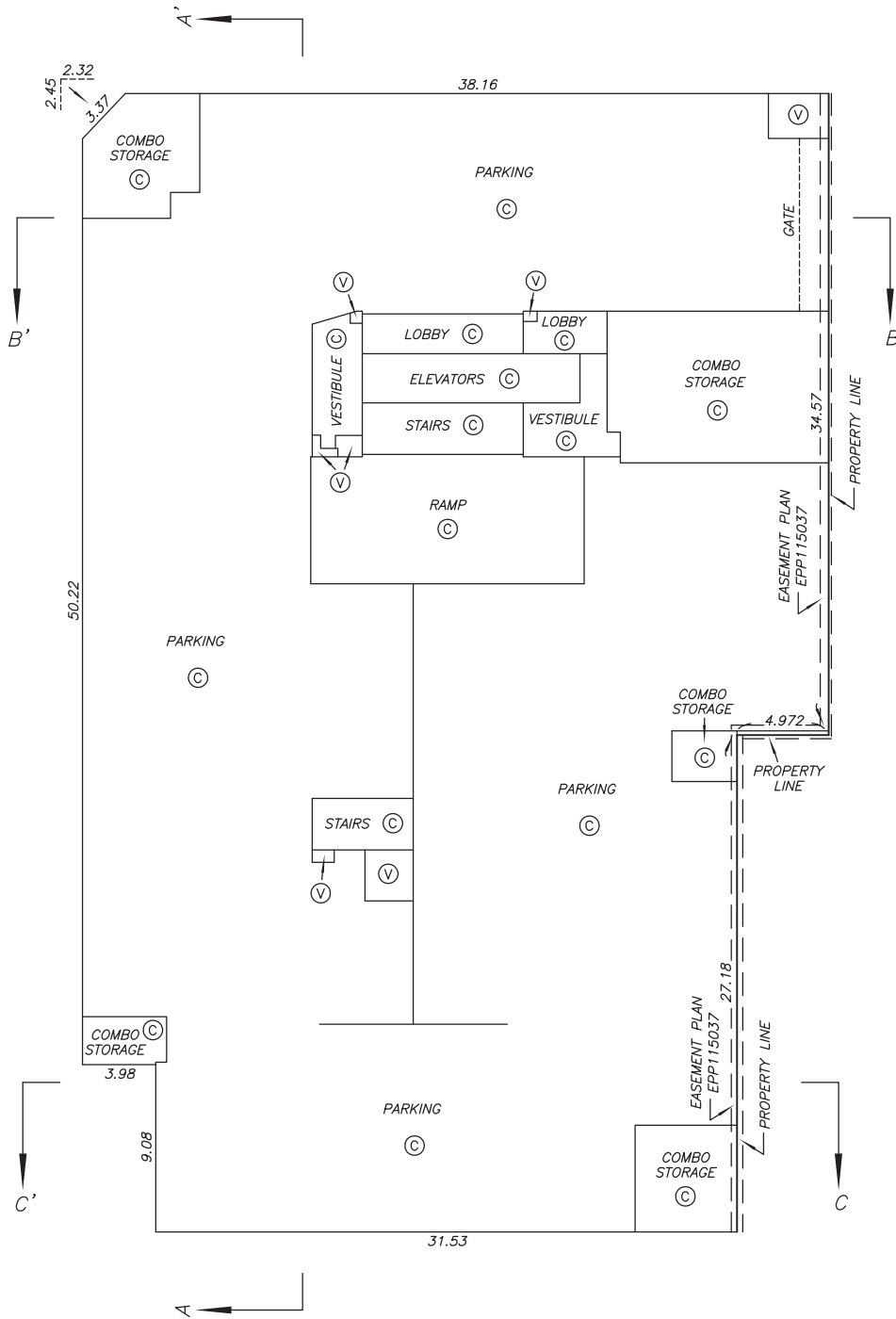
# STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT

A SCALE OF 1:250





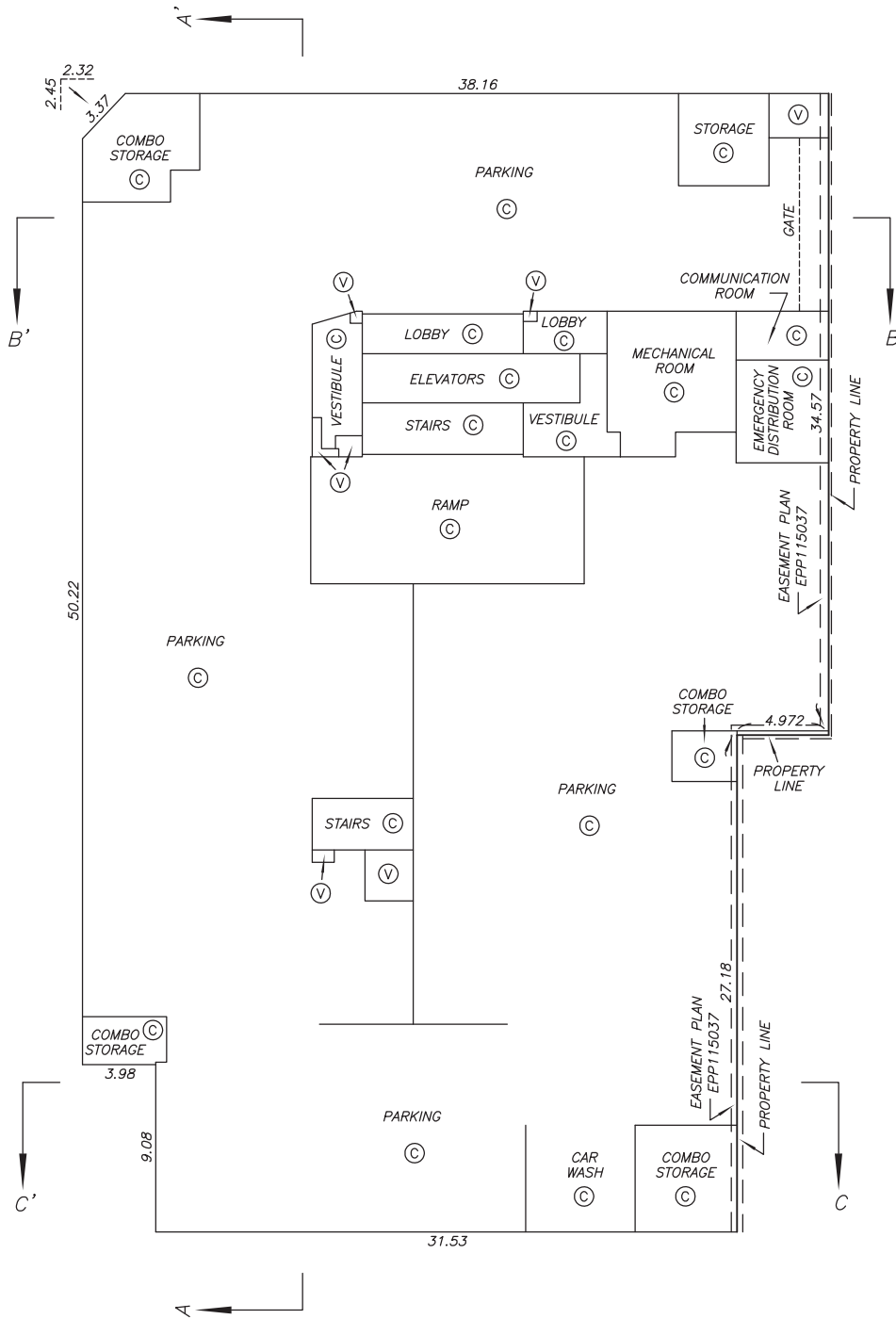
# PARKING LEVEL P2 FLOOR PLAN

# STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



# PARKING LEVEL P1 FLOOR PLAN

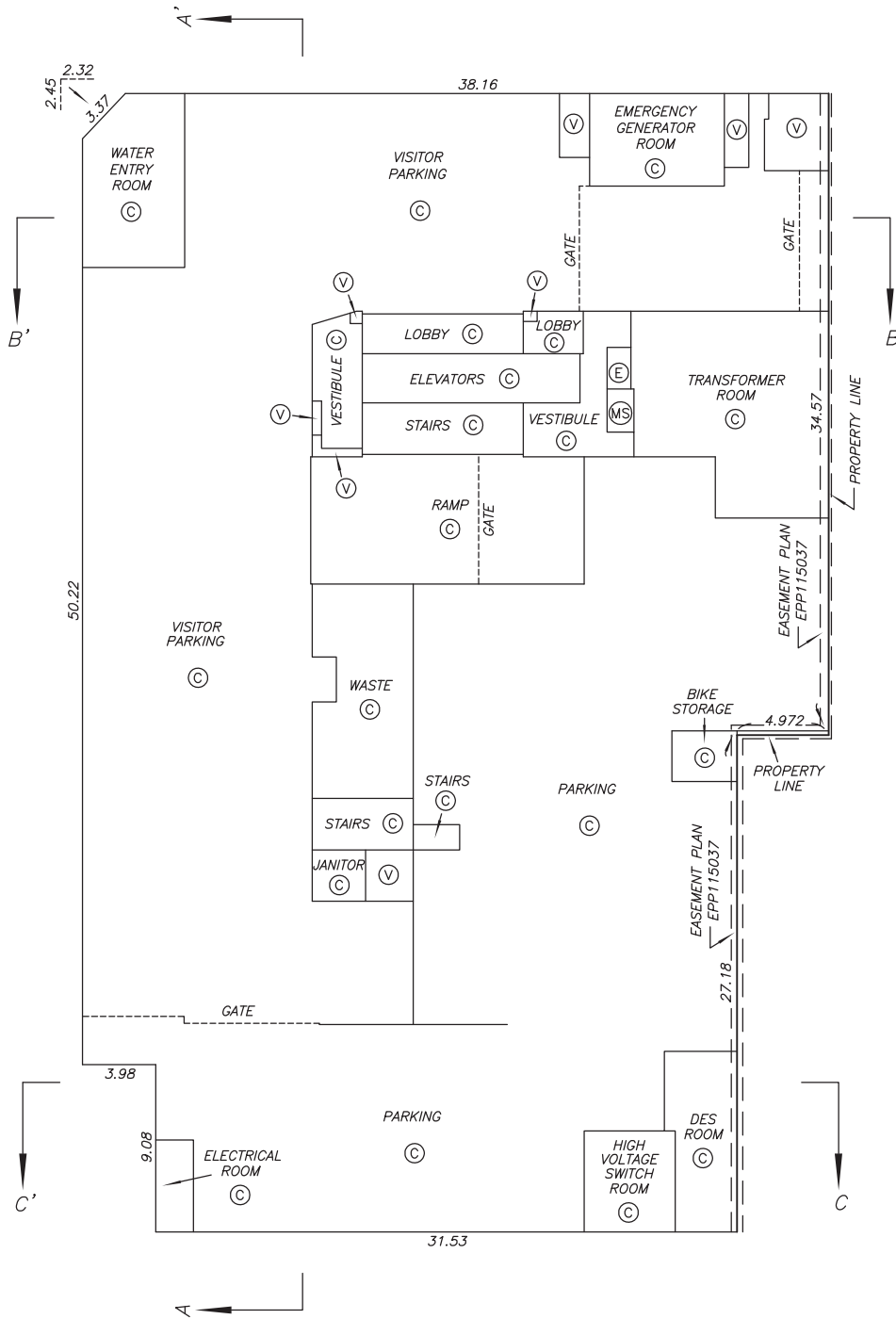
# STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT

A SCALE OF 1:250



# LEVEL 1 FLOOR PLAN

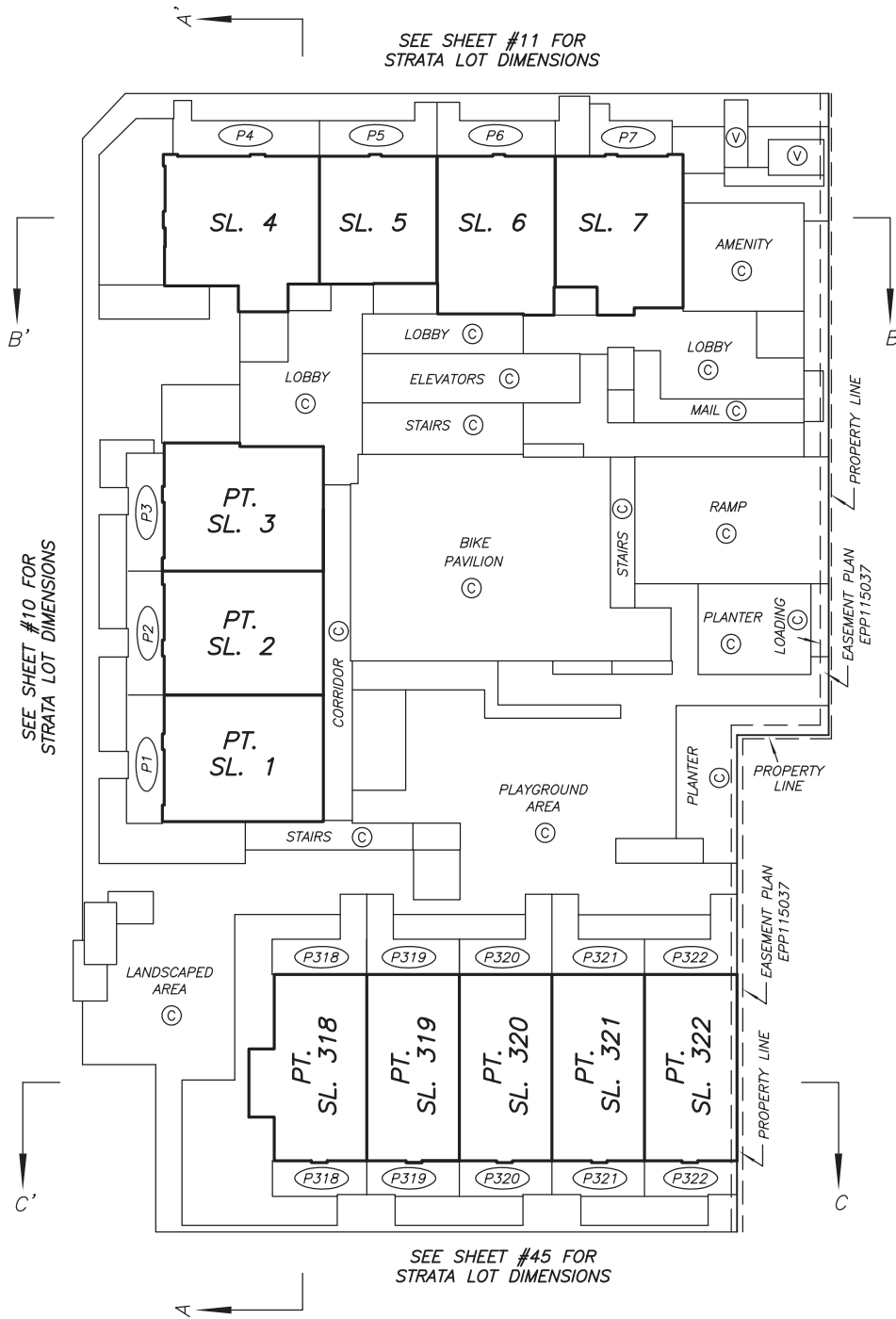
SHEET 9 OF 51 SHEETS

# STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_P

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

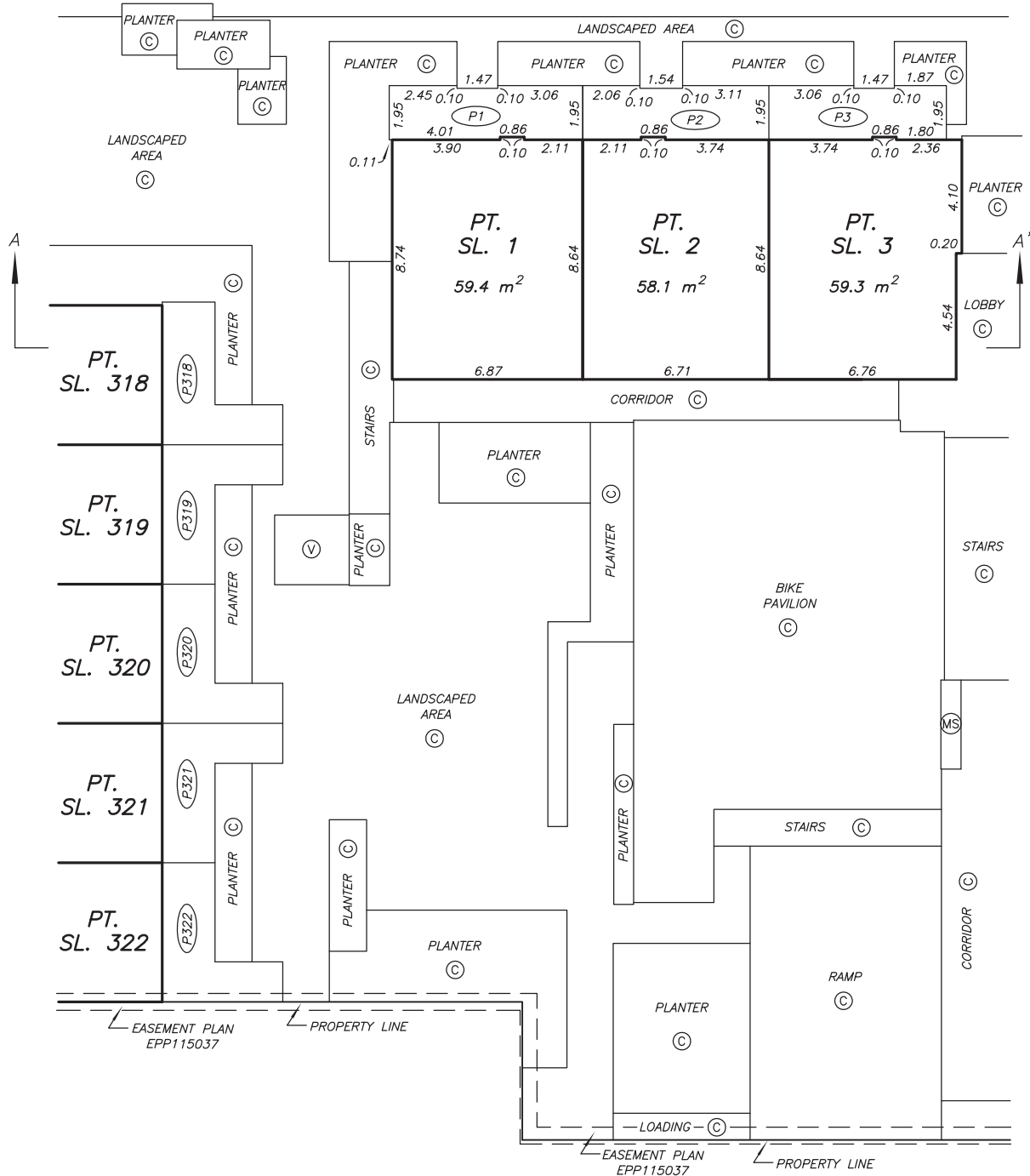
# LEVEL 1 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



MATCH LINE  
SEE SHEET #11



MATCH LINE  
SEE SHEET #11

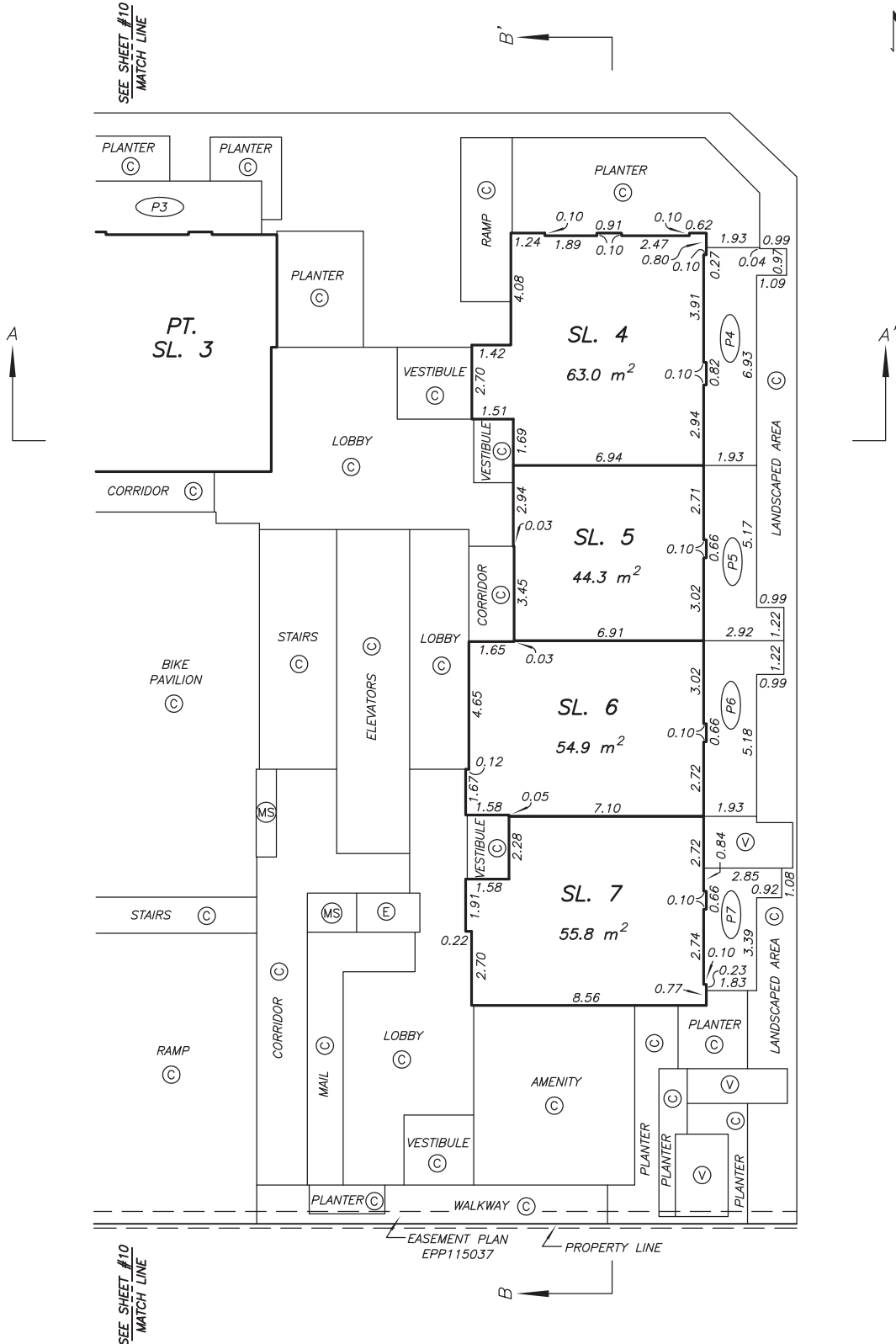
SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

# LEVEL 1 FLOOR PLAN

# STRATA PLAN EPS7718



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

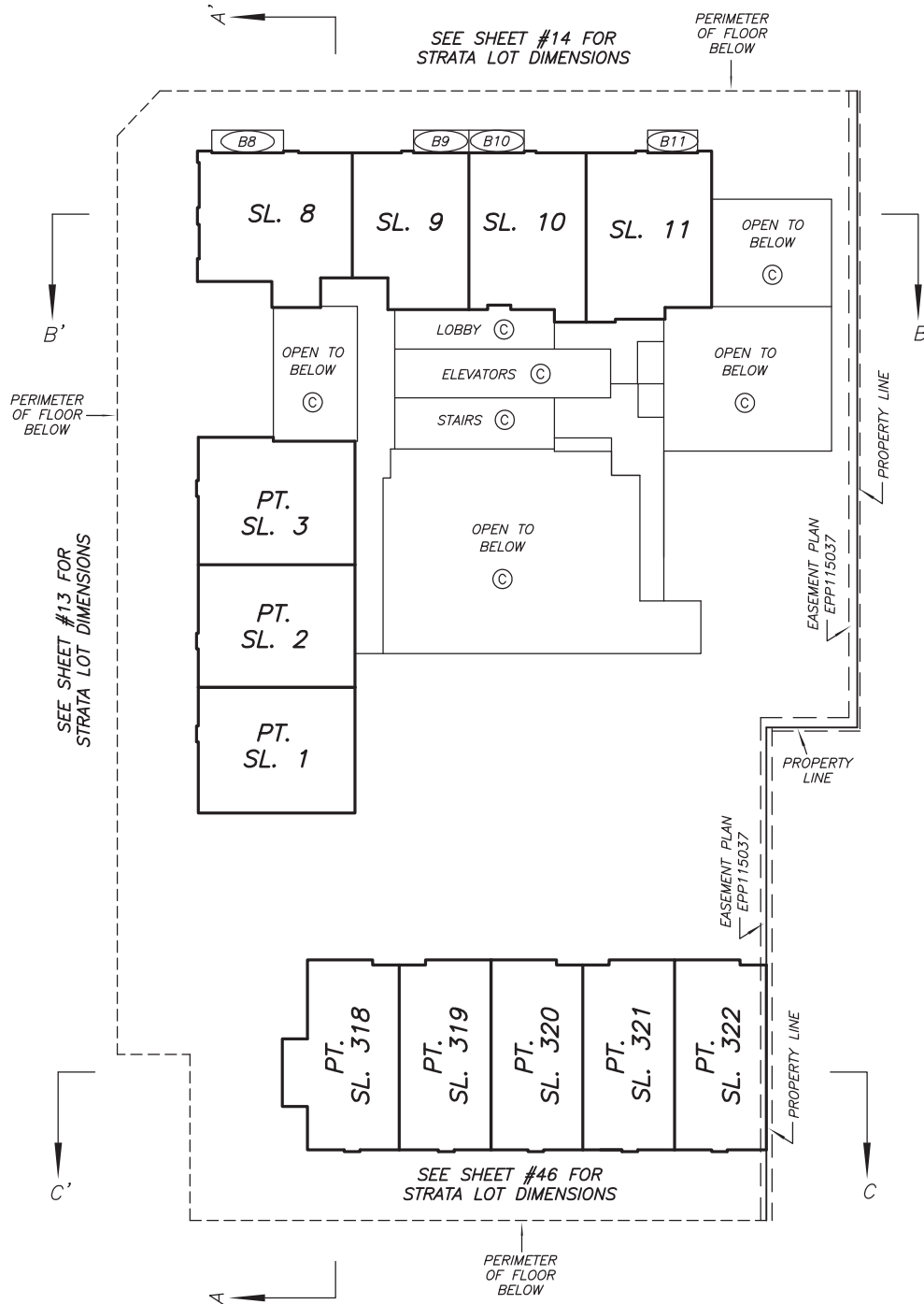
# LEVEL 2 FLOOR PLAN

# STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_P

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 2 FLOOR PLAN

# STRATA PLAN EPS7718

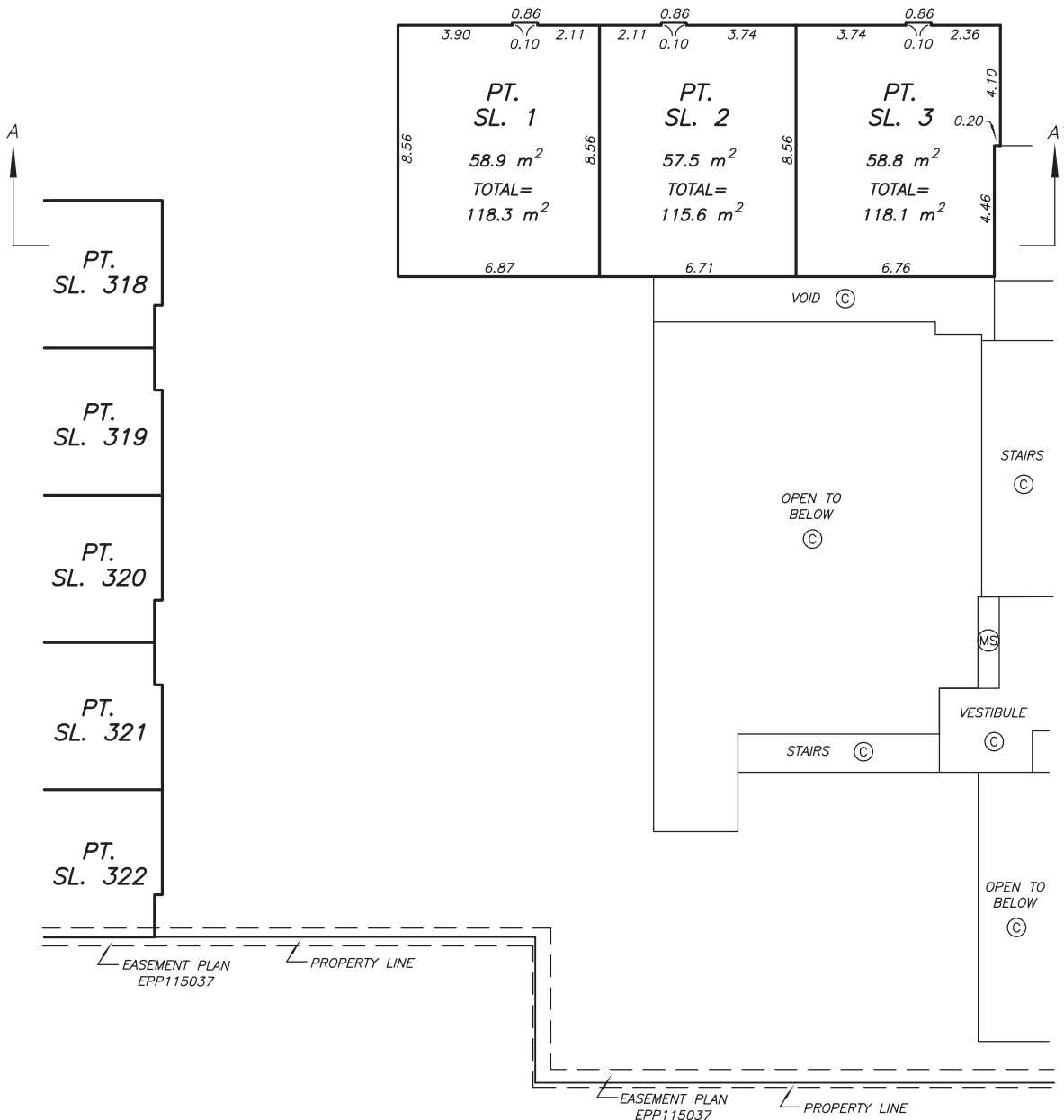


THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



PERIMETER OF FLOOR BELOW

MATCH LINE  
SEE SHEET #14



MATCH LINE  
SEE SHEET #14

SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

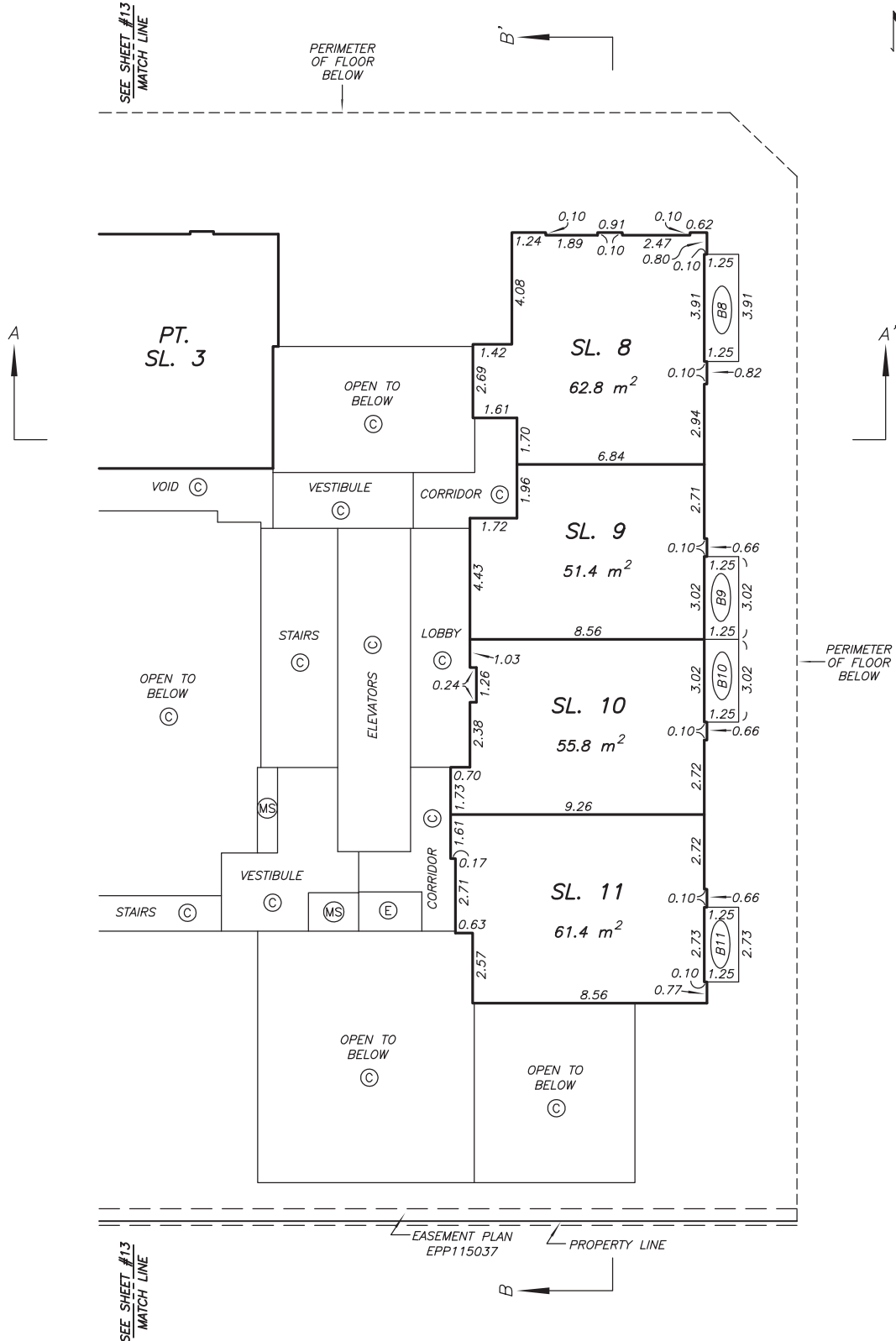
ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 2 FLOOR PLAN

# STRATA PLAN EPS7718



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023



# LEVEL 3 FLOOR PLAN

# STRATA PLAN EPS7718



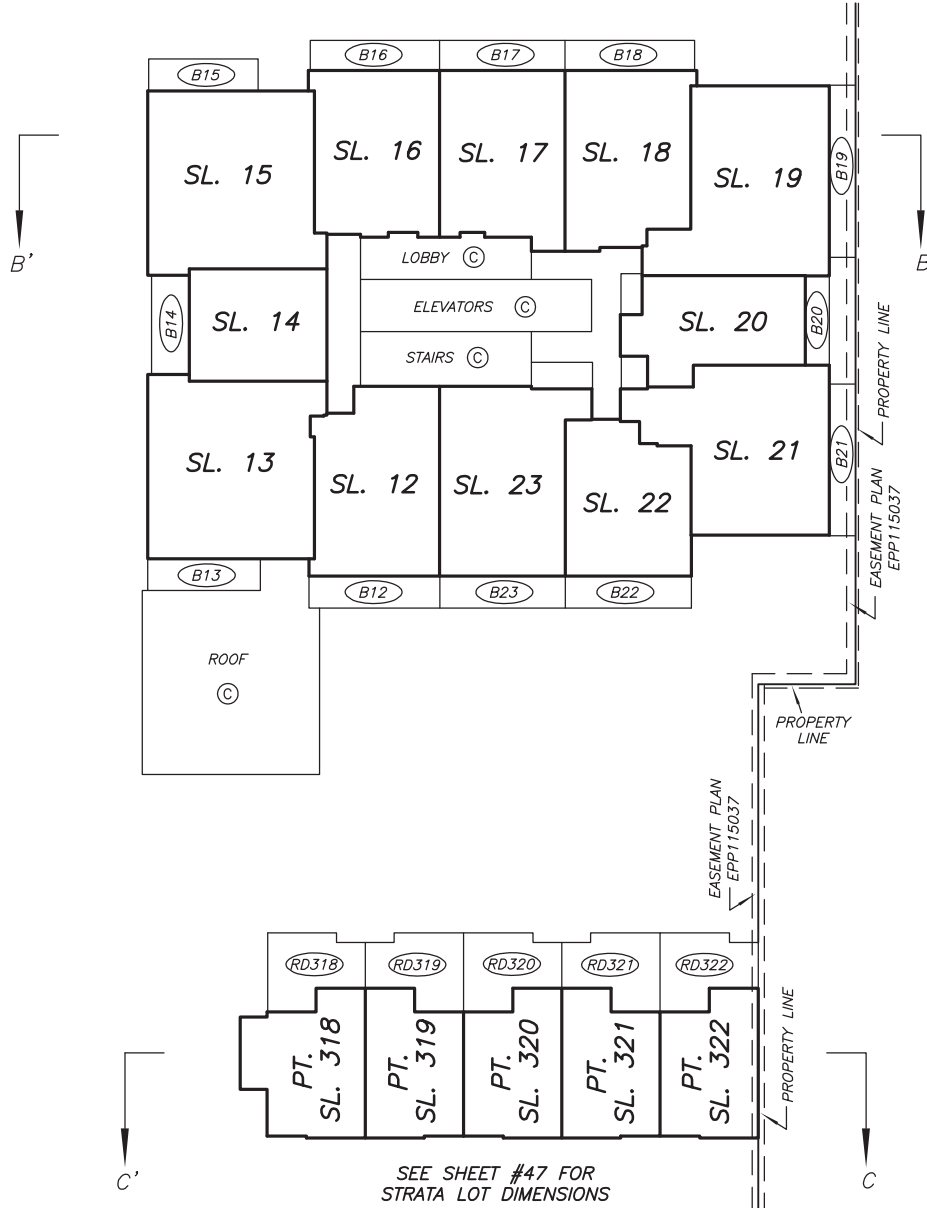
ALL DISTANCES ARE  
IN METRES.

THE INTENDED PLOT SIZE OF THIS  
PLAN IS 279mm IN WIDTH BY 432mm  
IN HEIGHT (B SIZE) WHEN PLOTTED AT  
A SCALE OF 1:250



A'

SEE SHEET #16 FOR  
STRATA LOT DIMENSIONS



SEE SHEET #47 FOR  
STRATA LOT DIMENSIONS

SEE SHEET #1 FOR STRATA  
LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_P

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

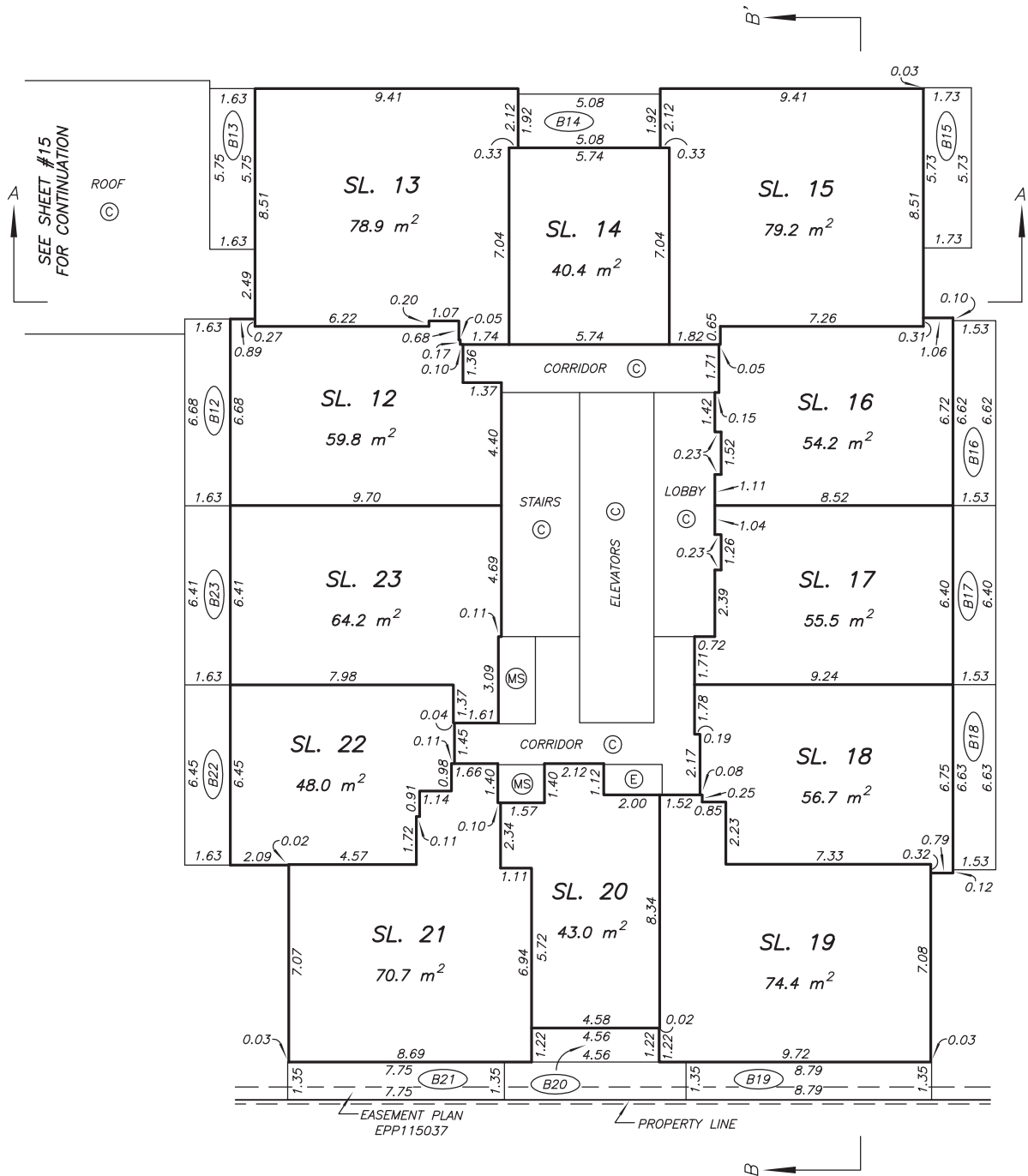
# LEVEL 3 FLOOR PLAN

# STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

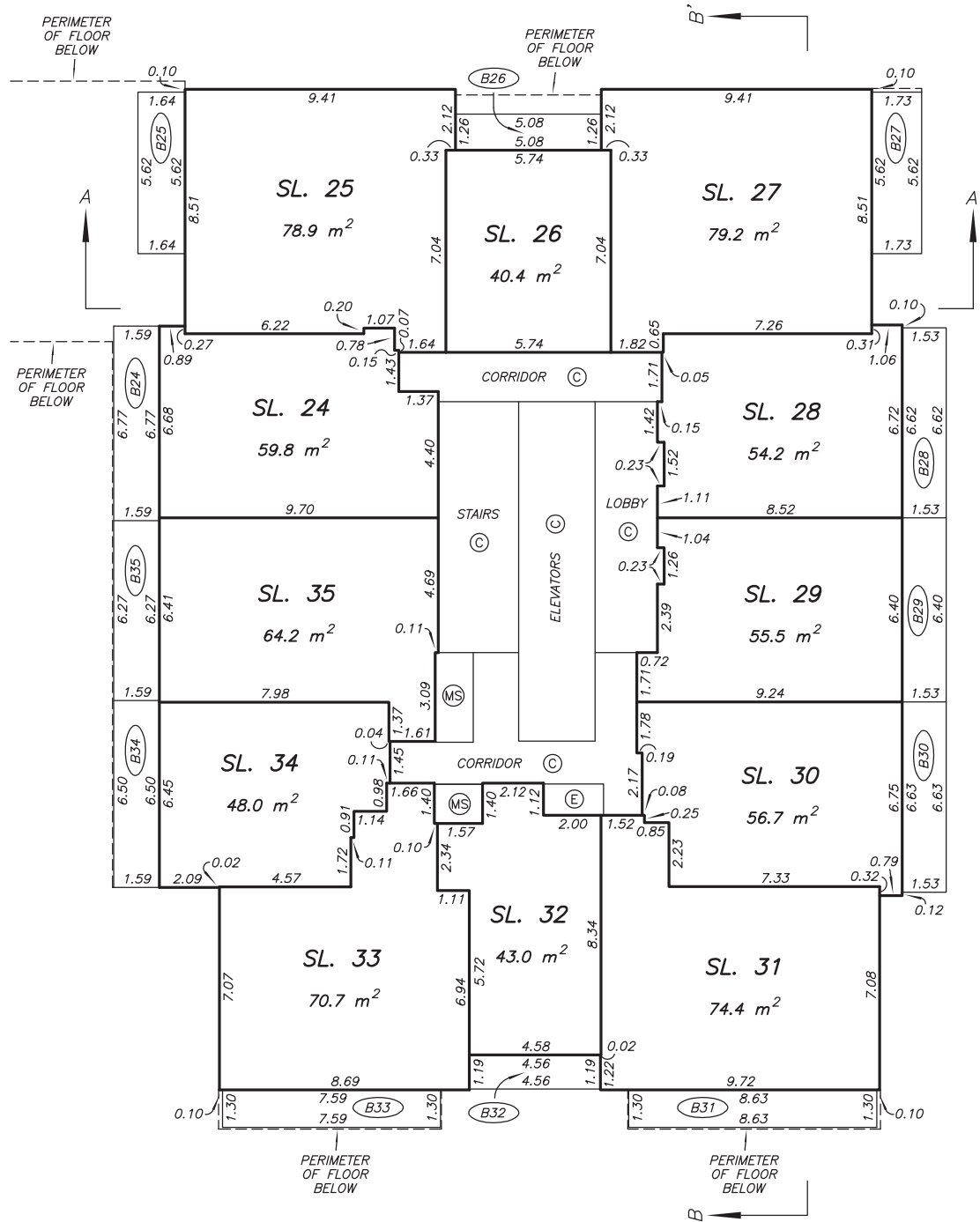
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 4 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

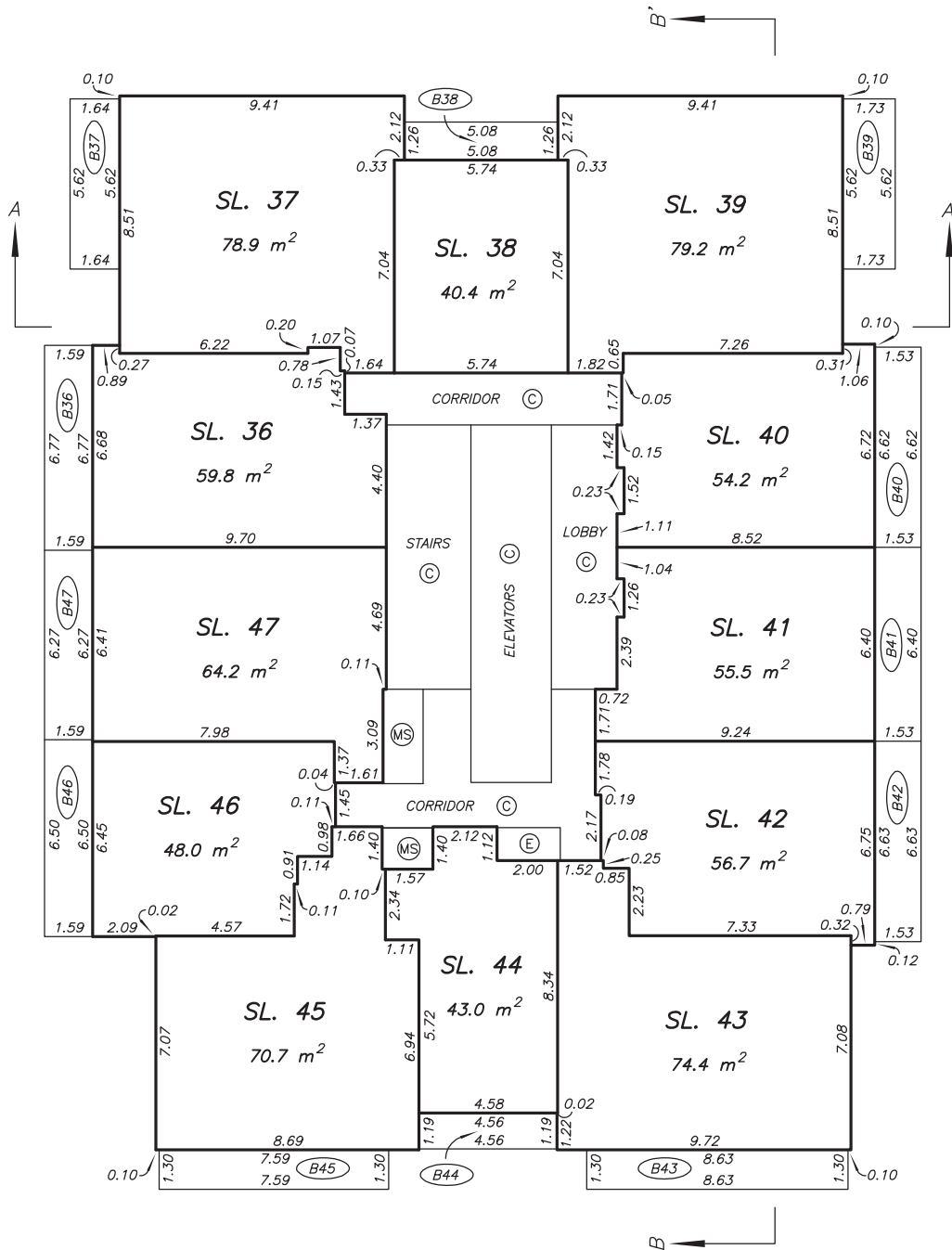
ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 5 FLOOR PLAN

# STRATA PLAN EPS7718



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

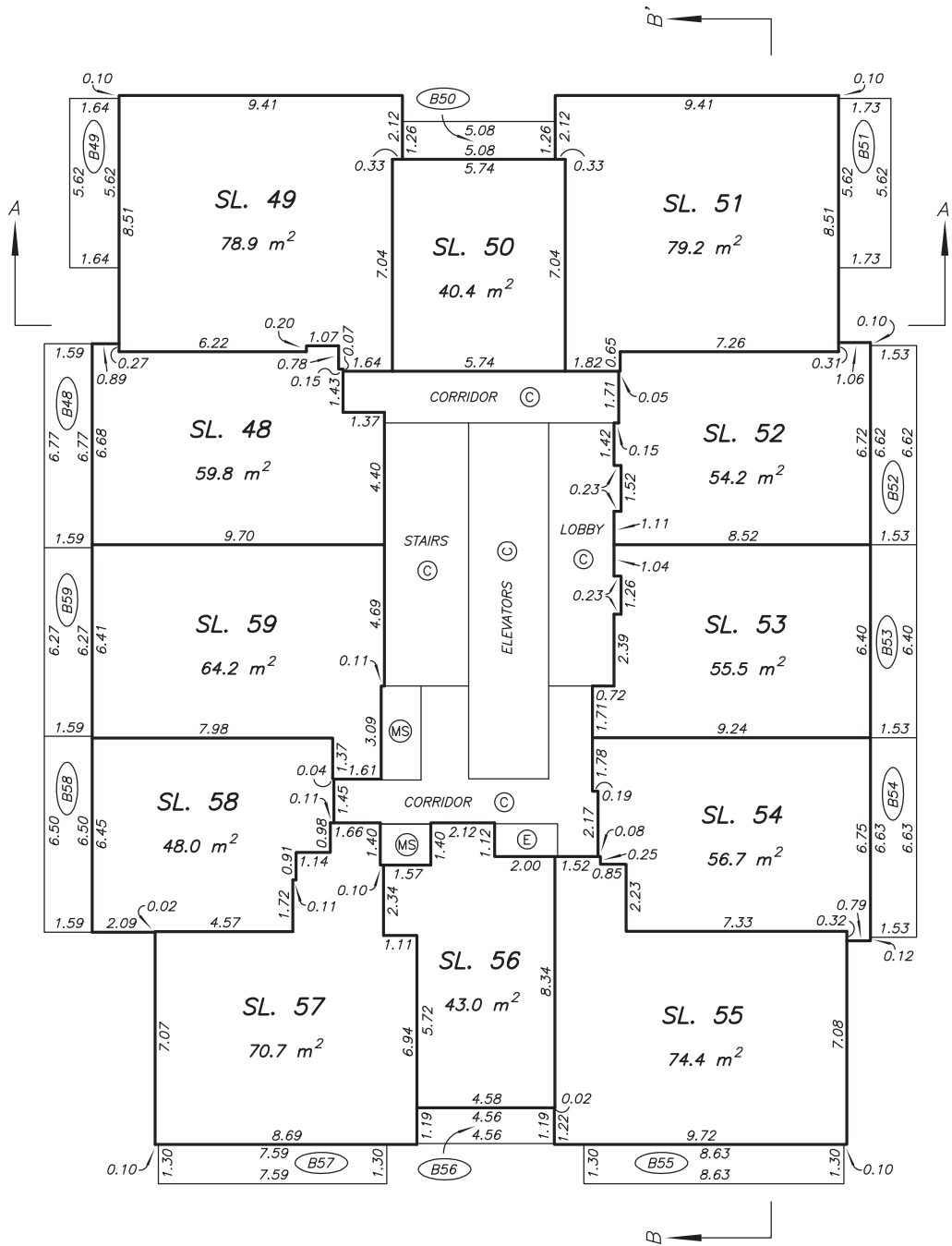
# LEVEL 6 FLOOR PLAN

# STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

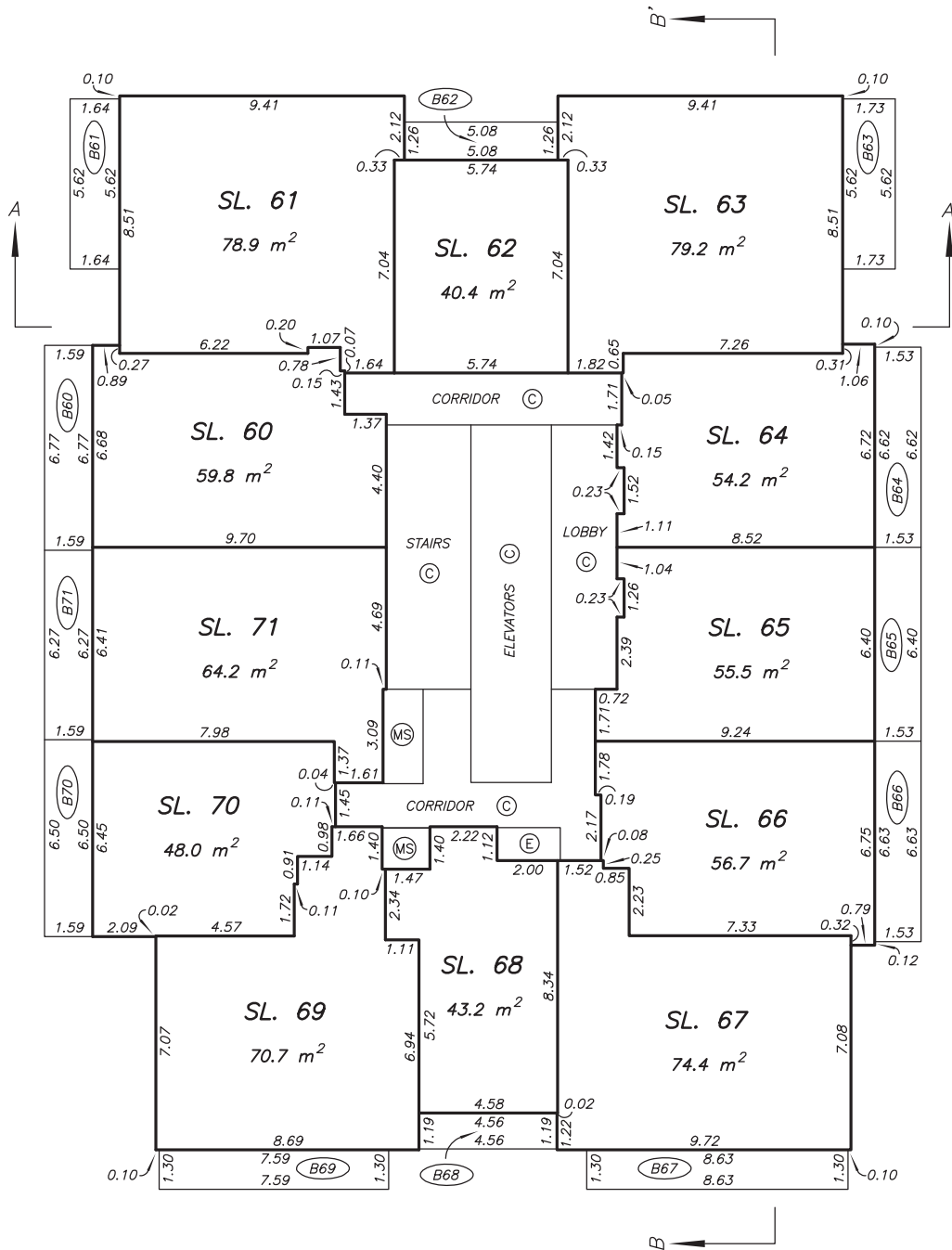
ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 7 FLOOR PLAN

# STRATA PLAN EPS7718



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

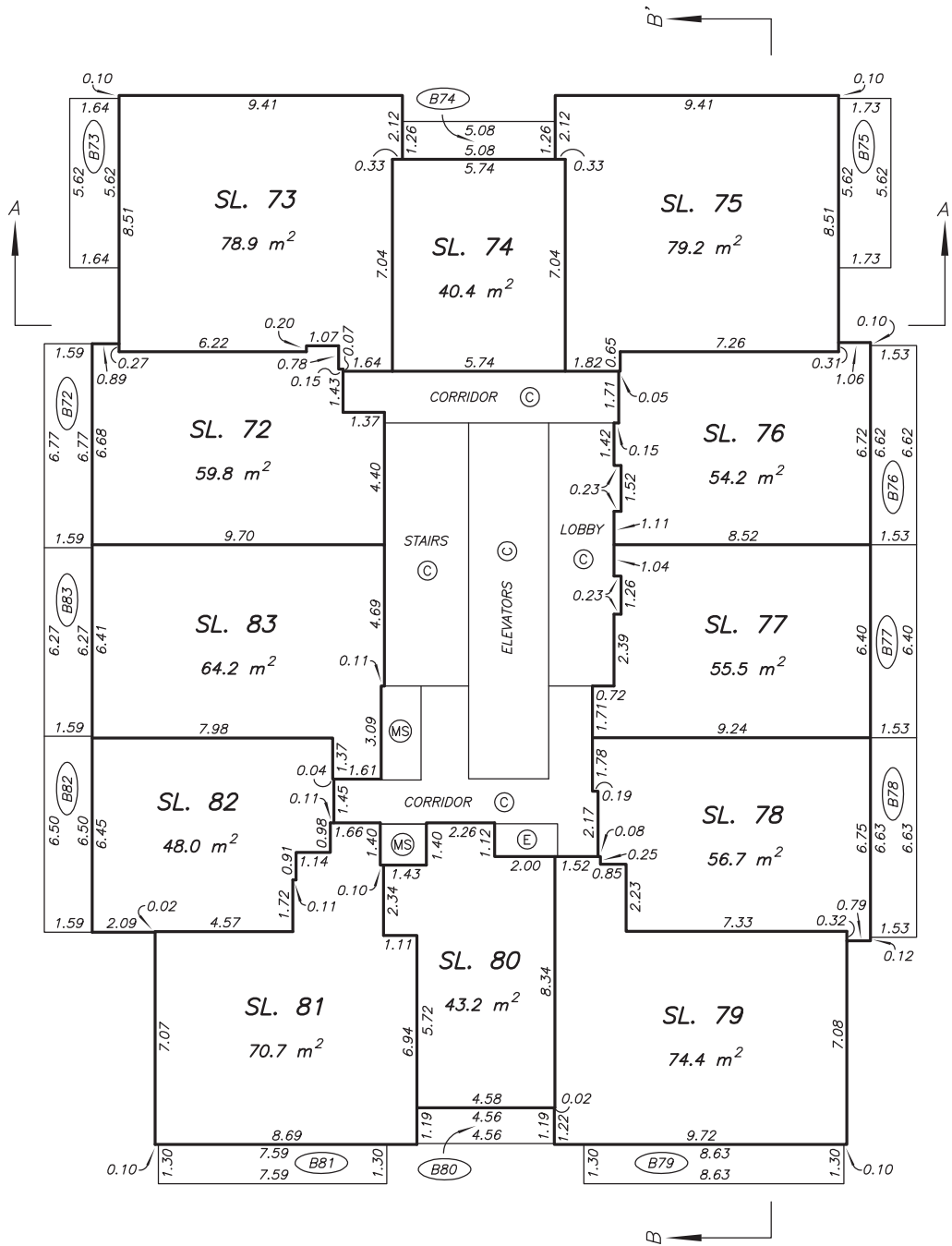
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 8 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

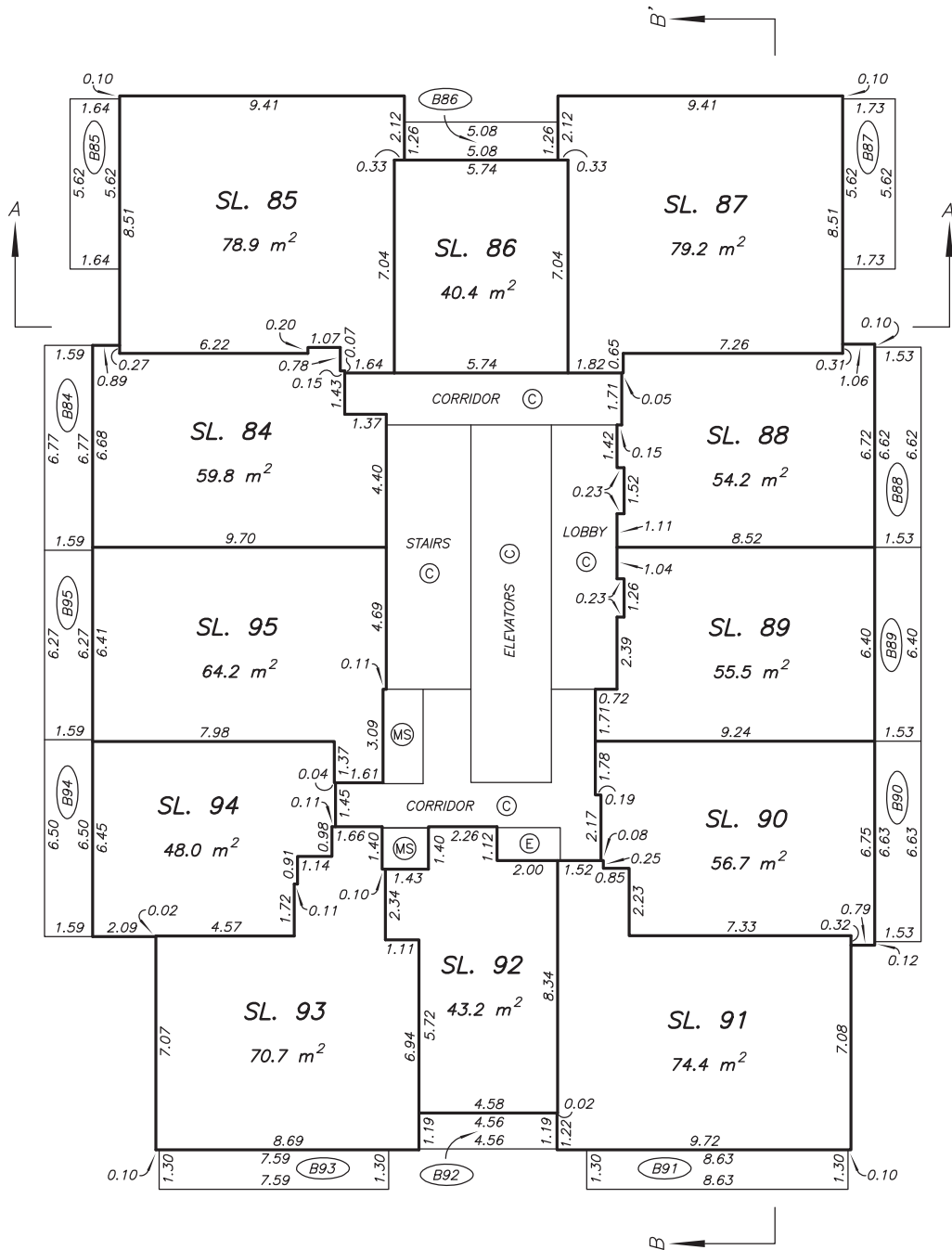
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 9 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

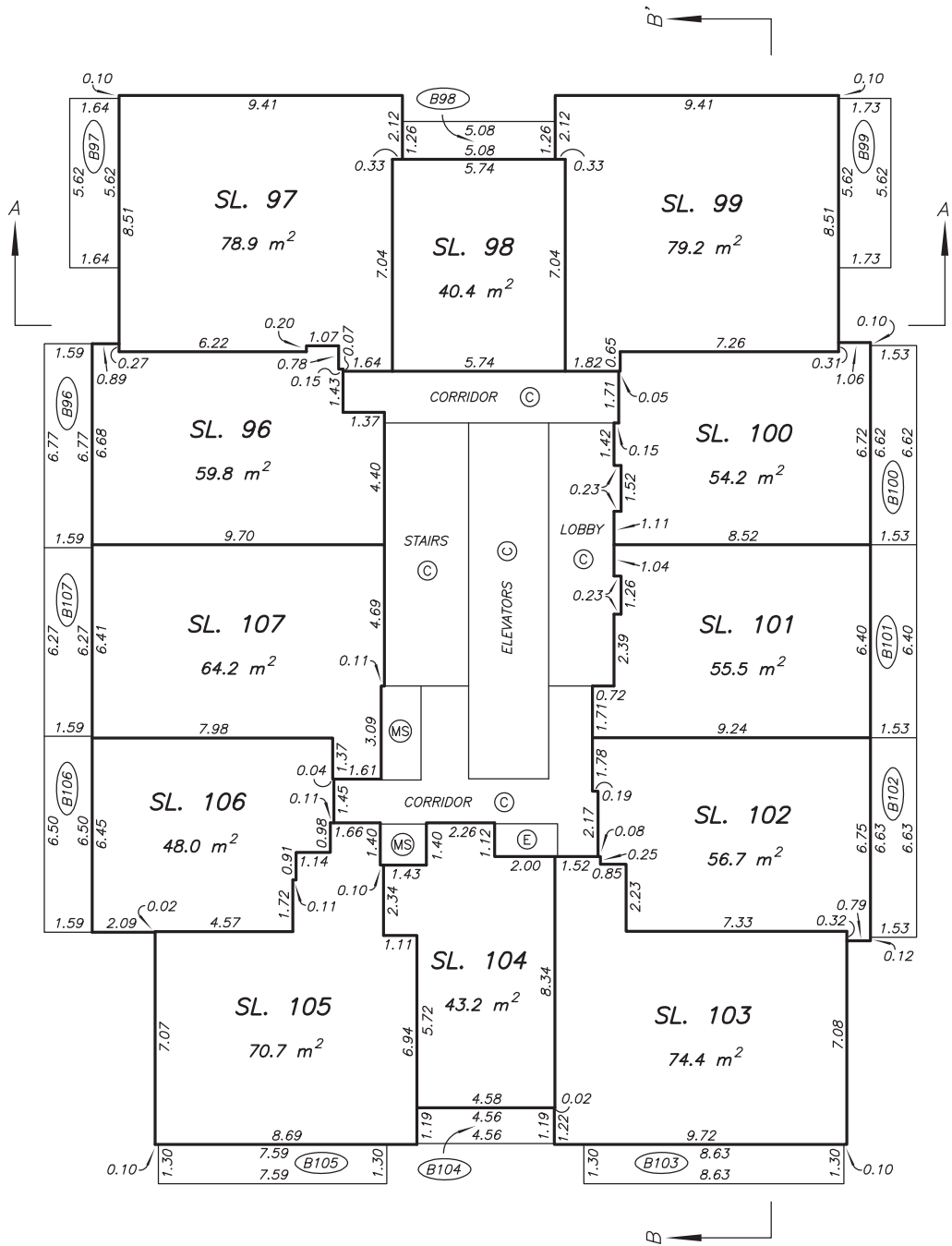
ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023



# LEVEL 10 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

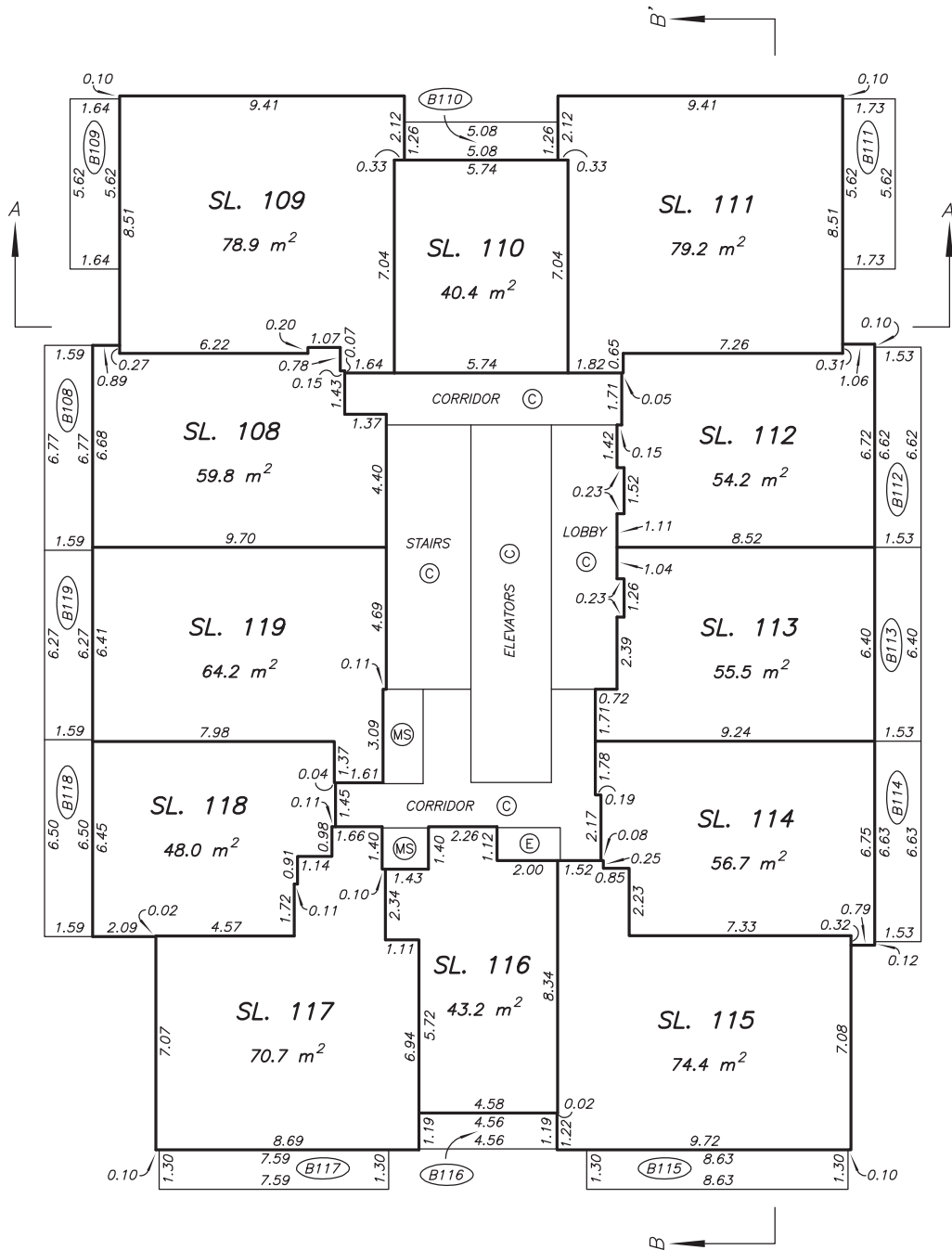
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 11 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

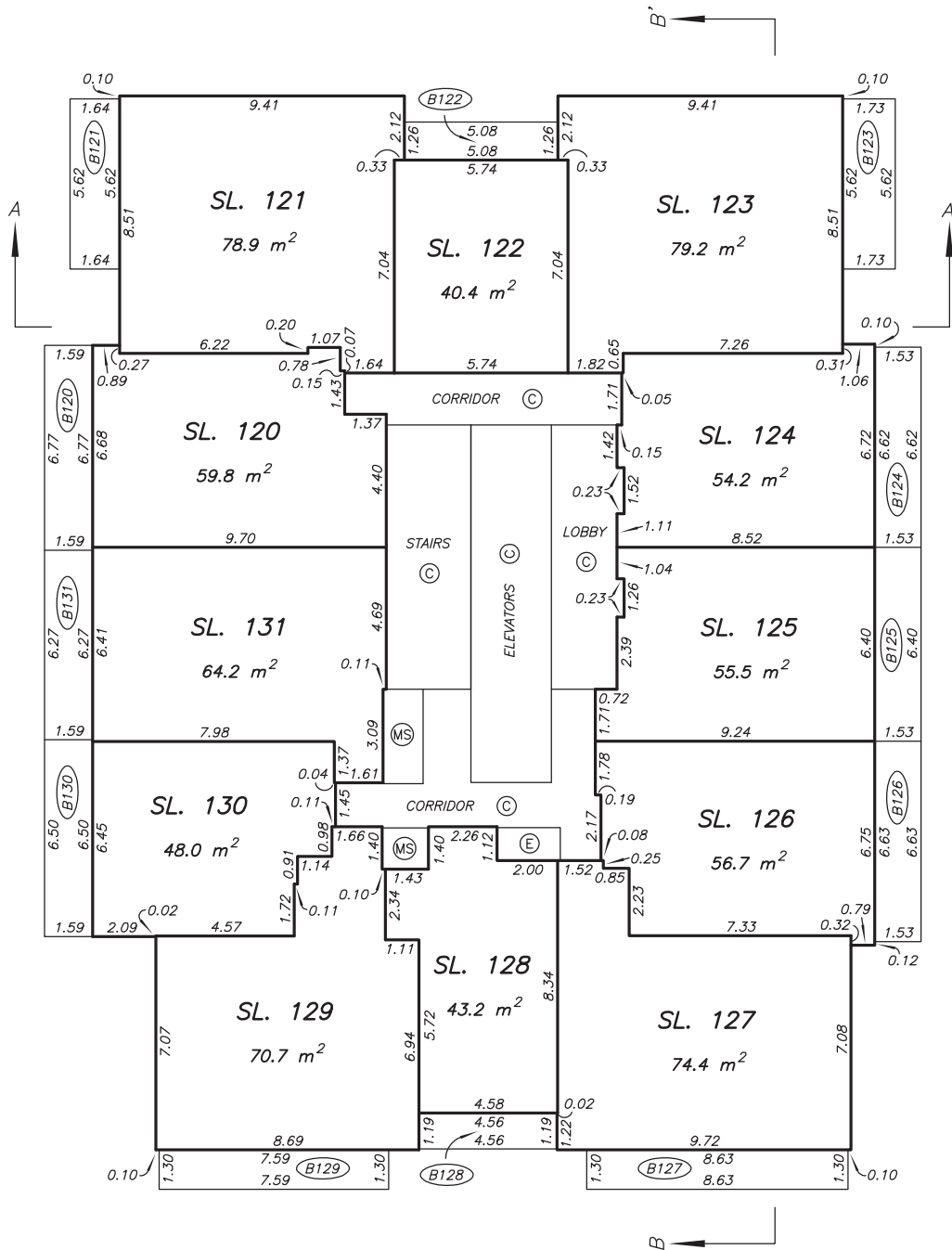
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 12 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

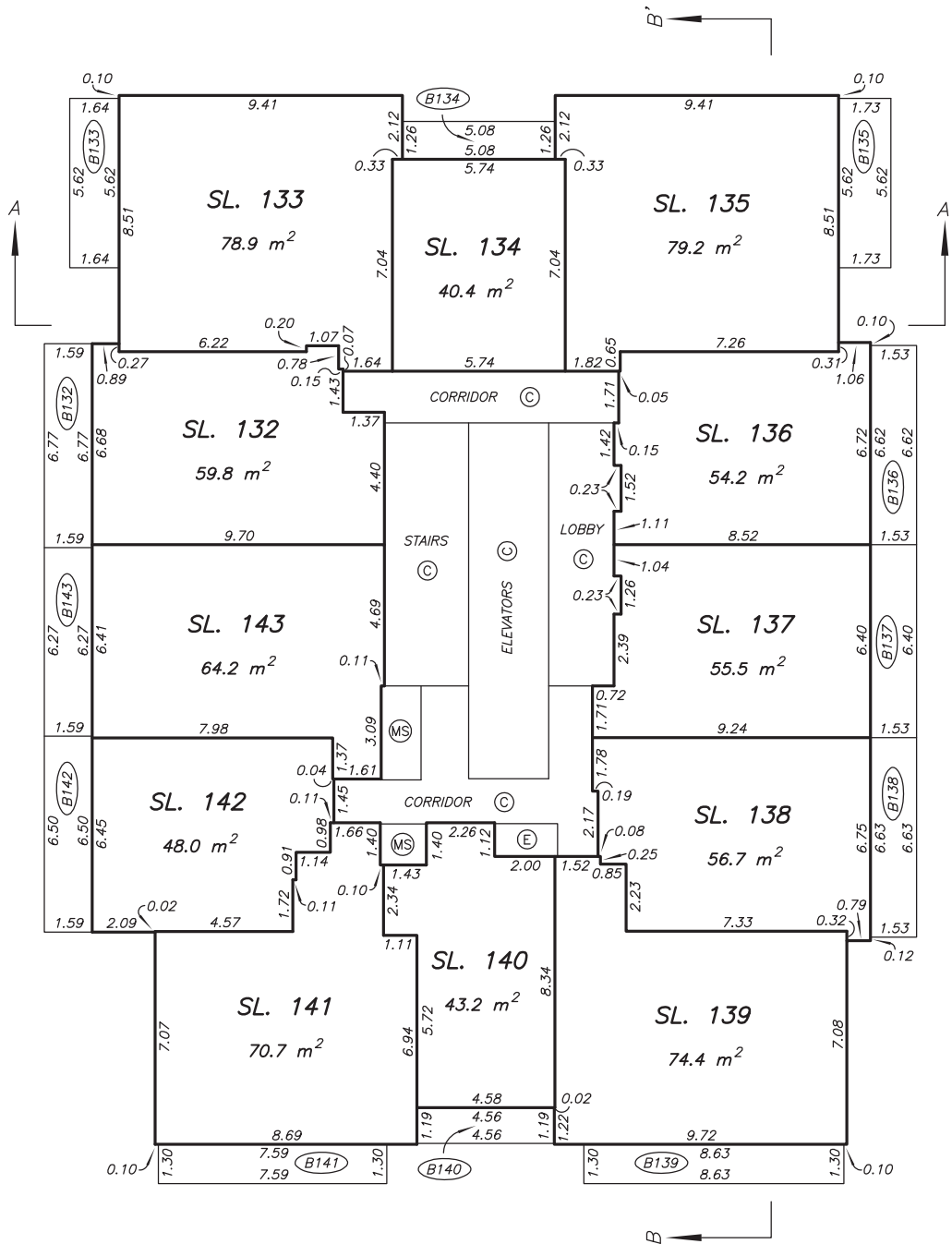
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 13 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

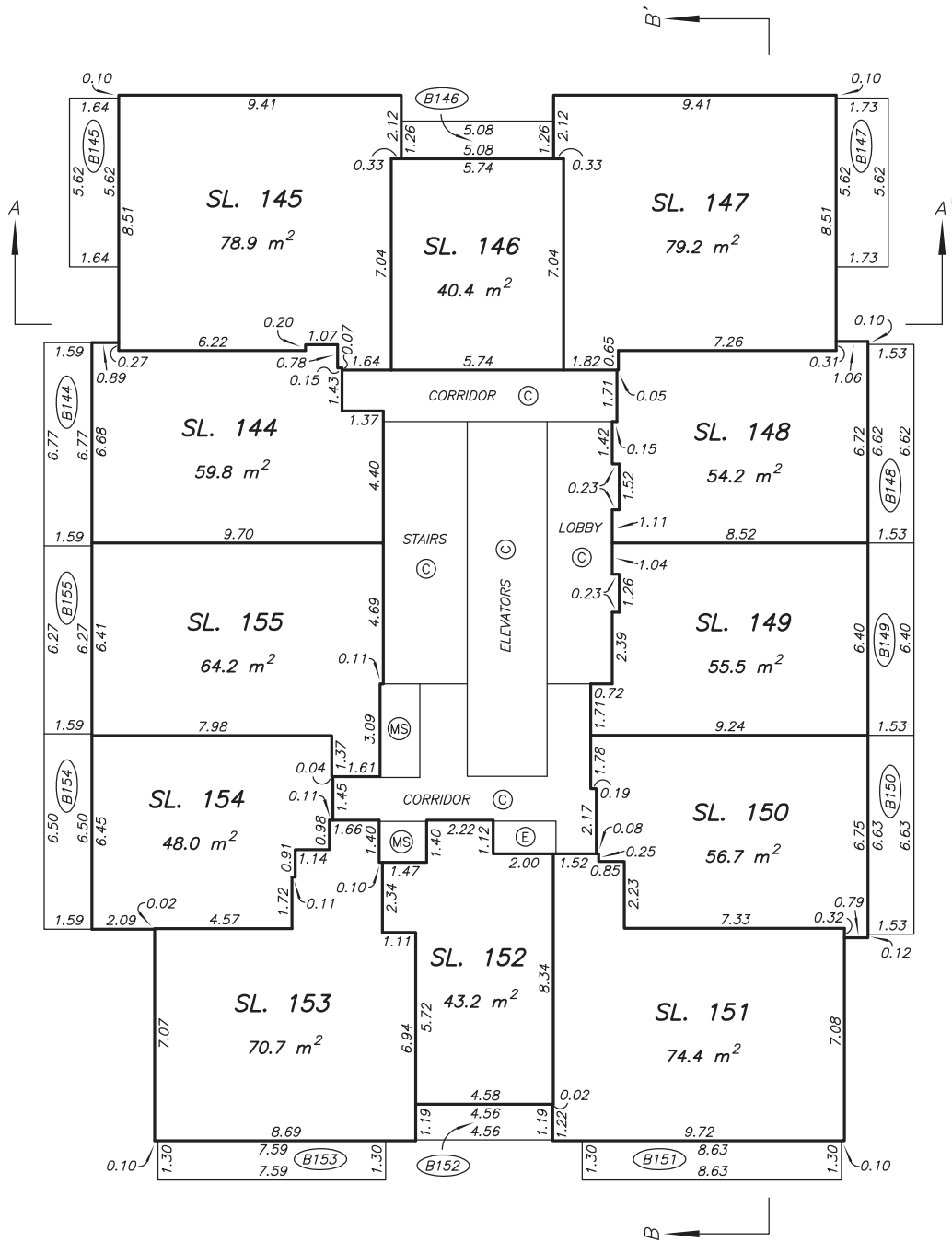
ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 14 FLOOR PLAN

# STRATA PLAN EPS7718



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

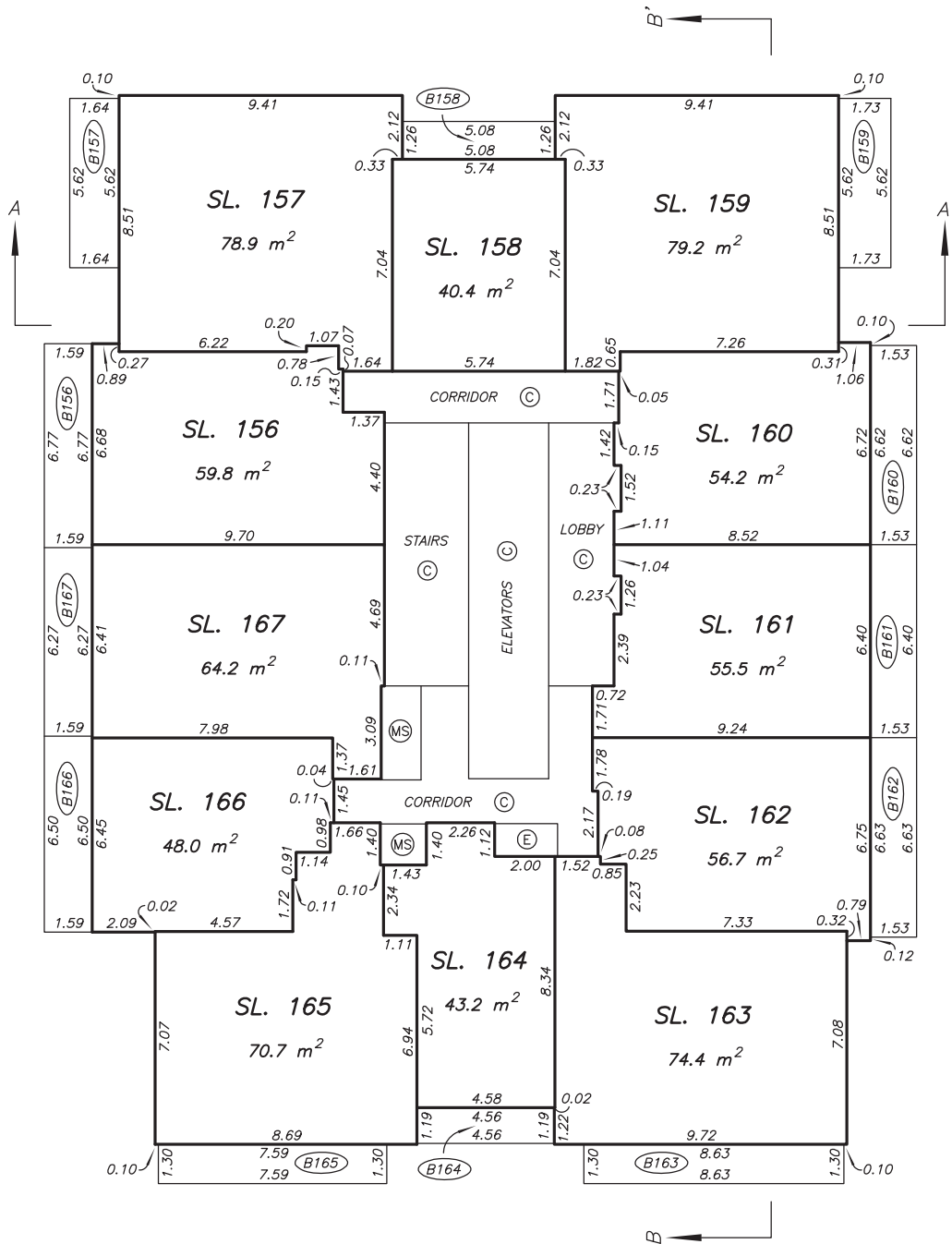
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FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 15 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

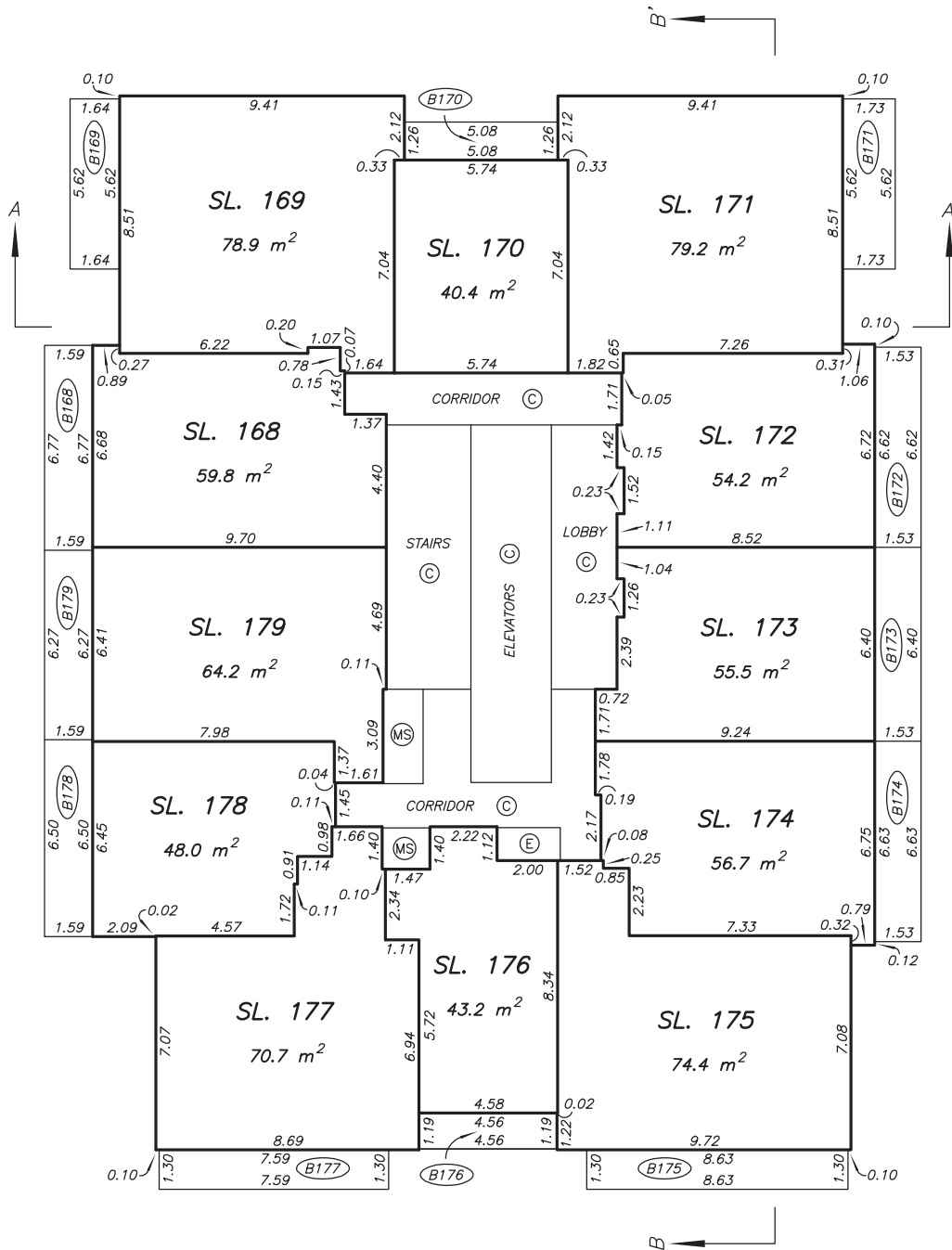
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

**LEVEL 16  
FLOOR PLAN**



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

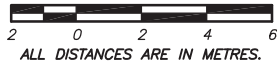


SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

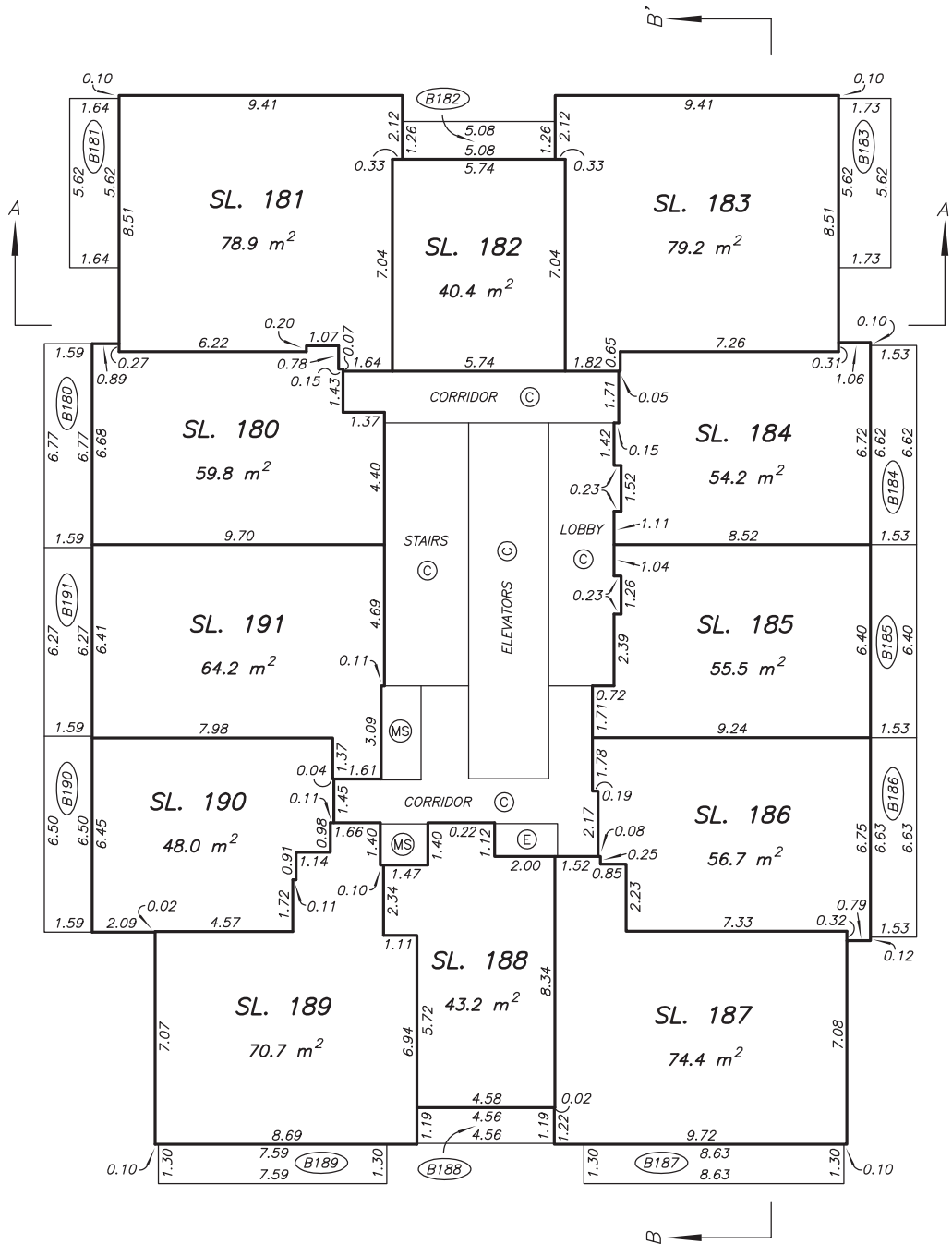
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 17 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

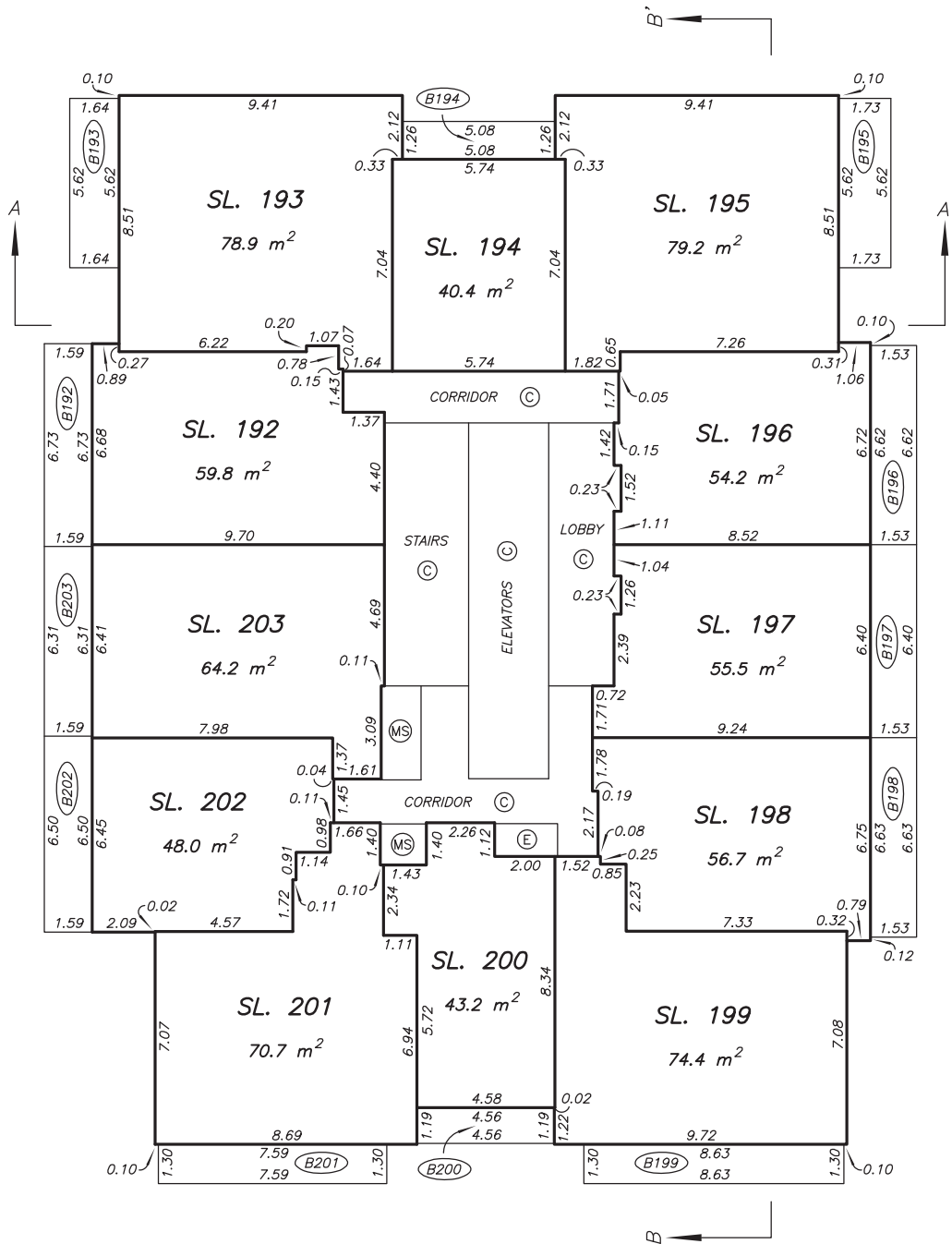
ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023



# LEVEL 18 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

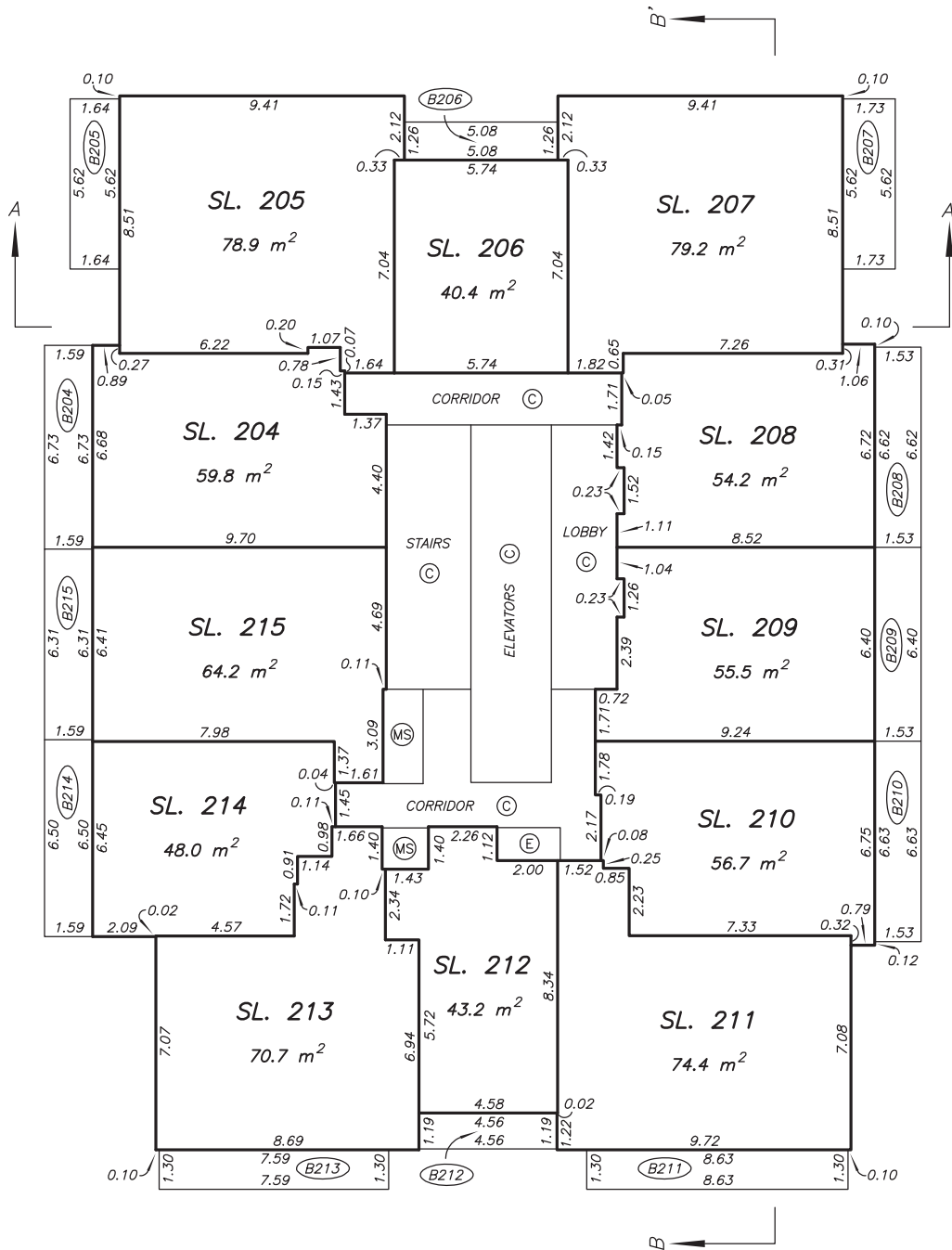
ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 19 FLOOR PLAN

# STRATA PLAN EPS7718



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

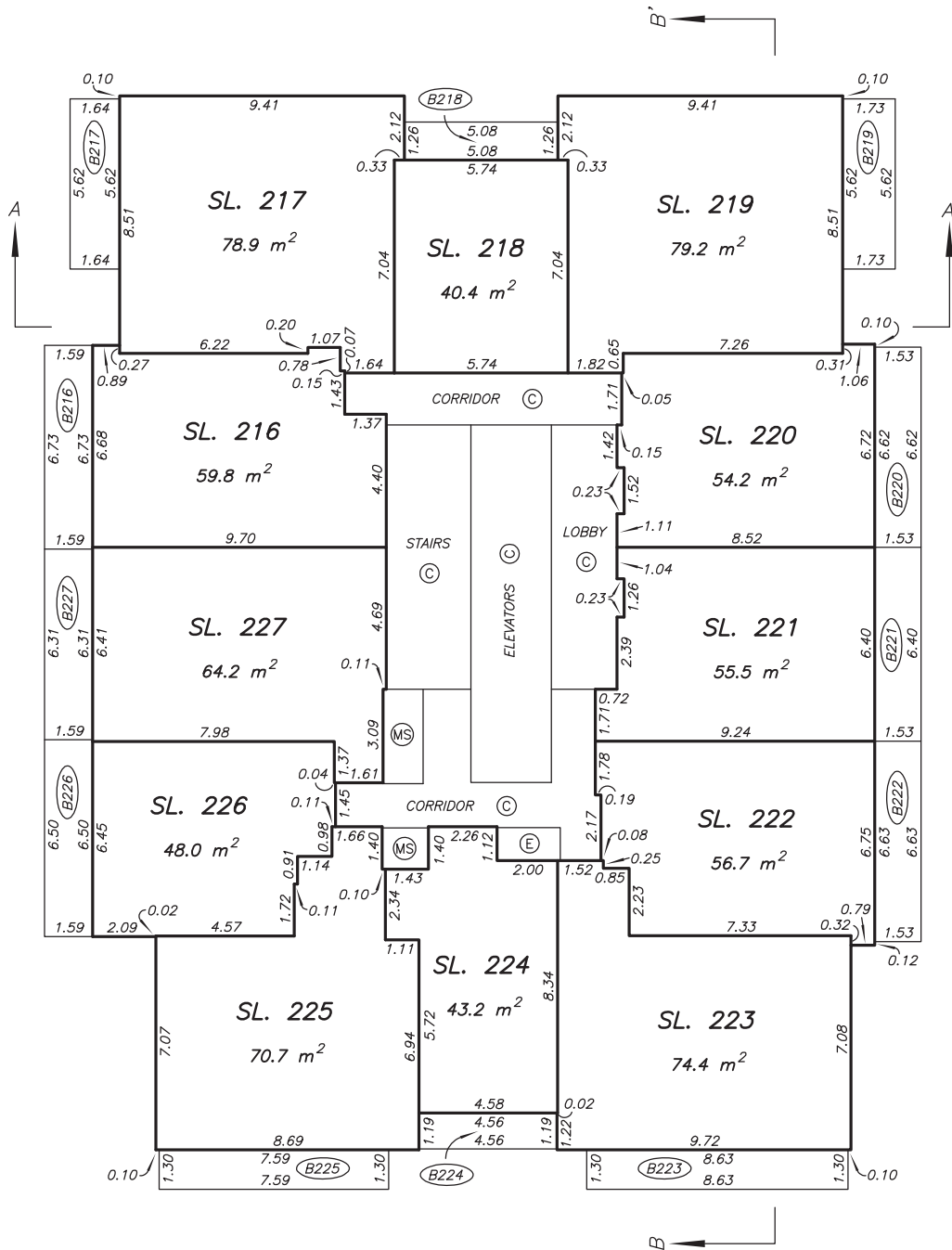
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 20 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

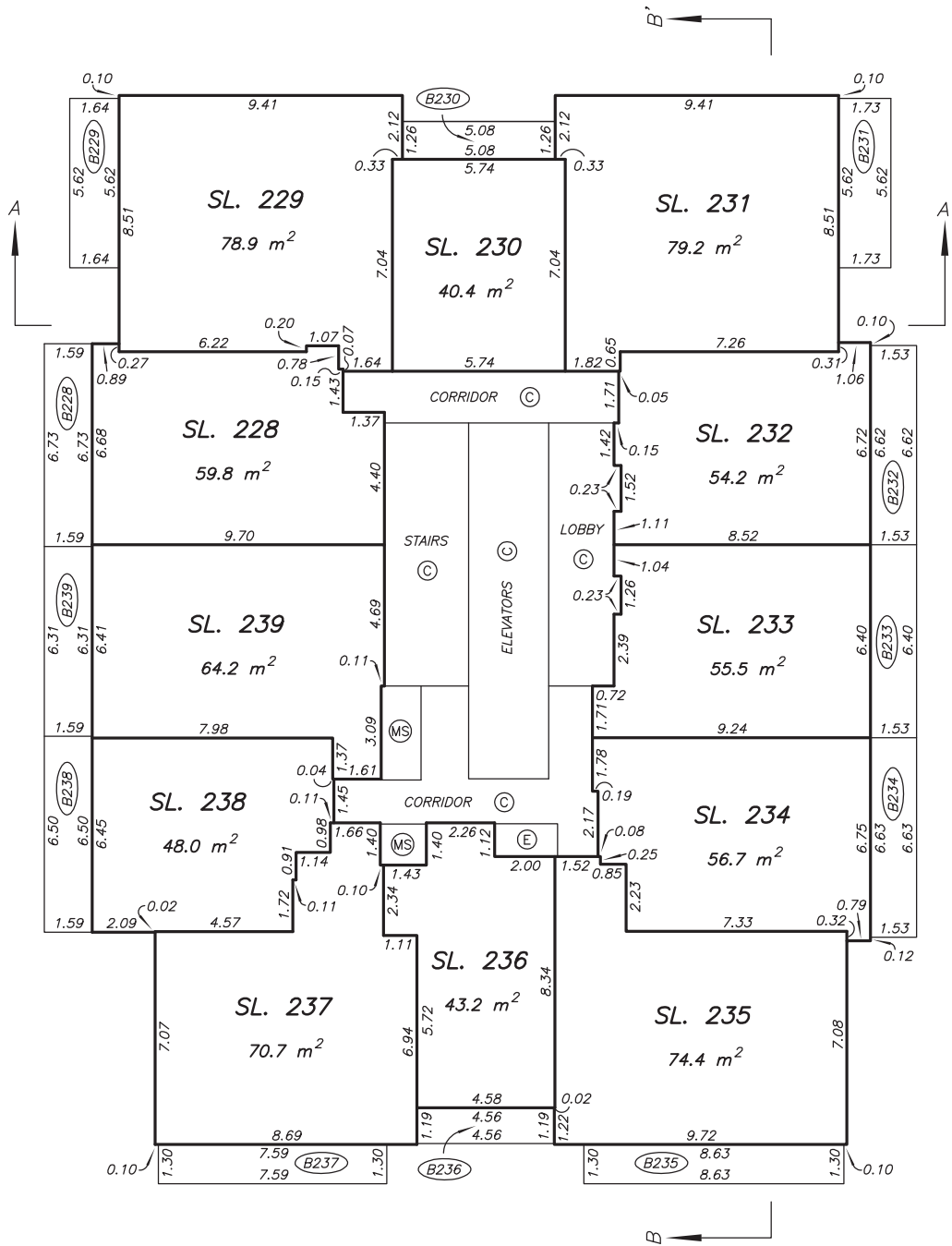
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 21 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

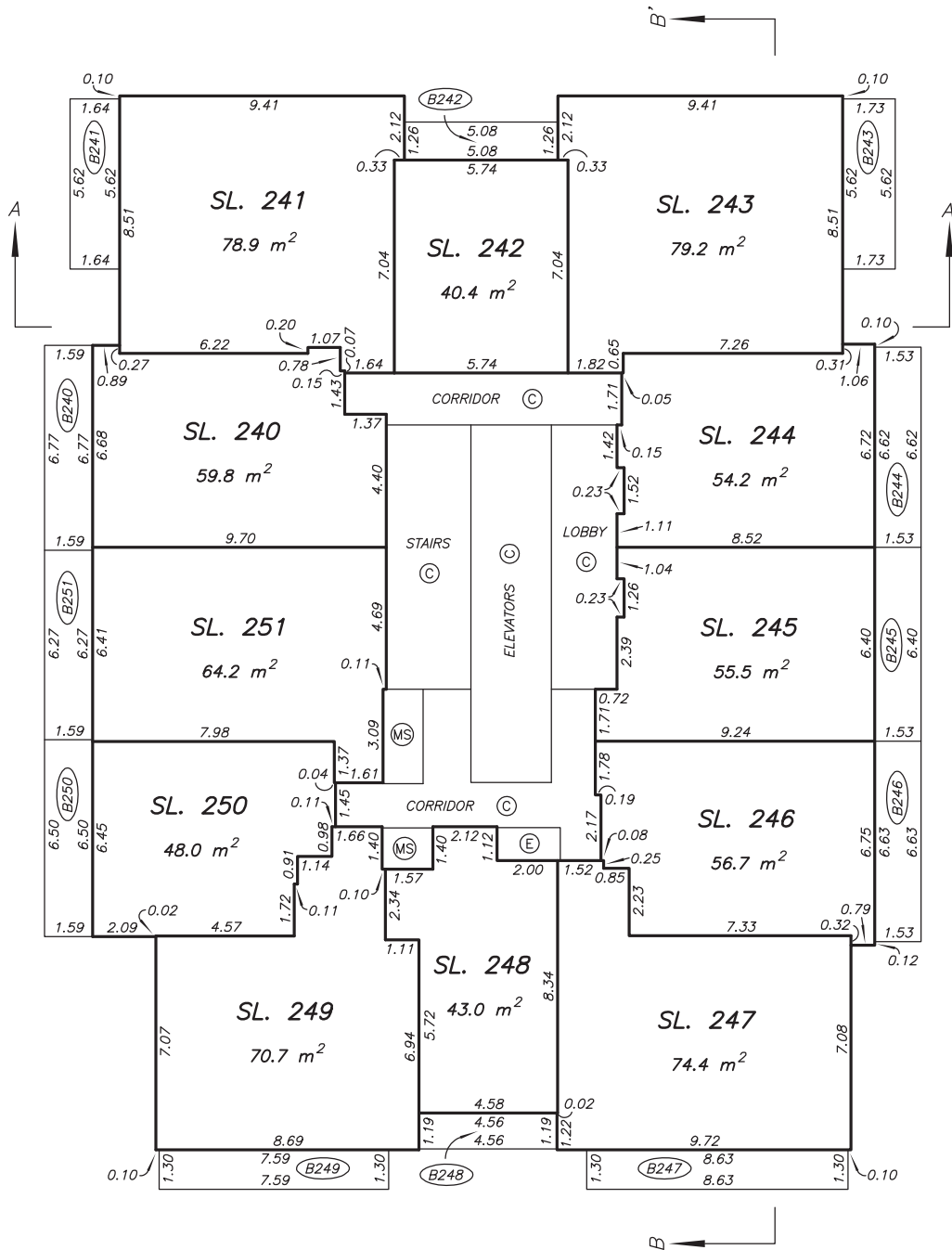
ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 22 FLOOR PLAN

# STRATA PLAN EPS7718



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

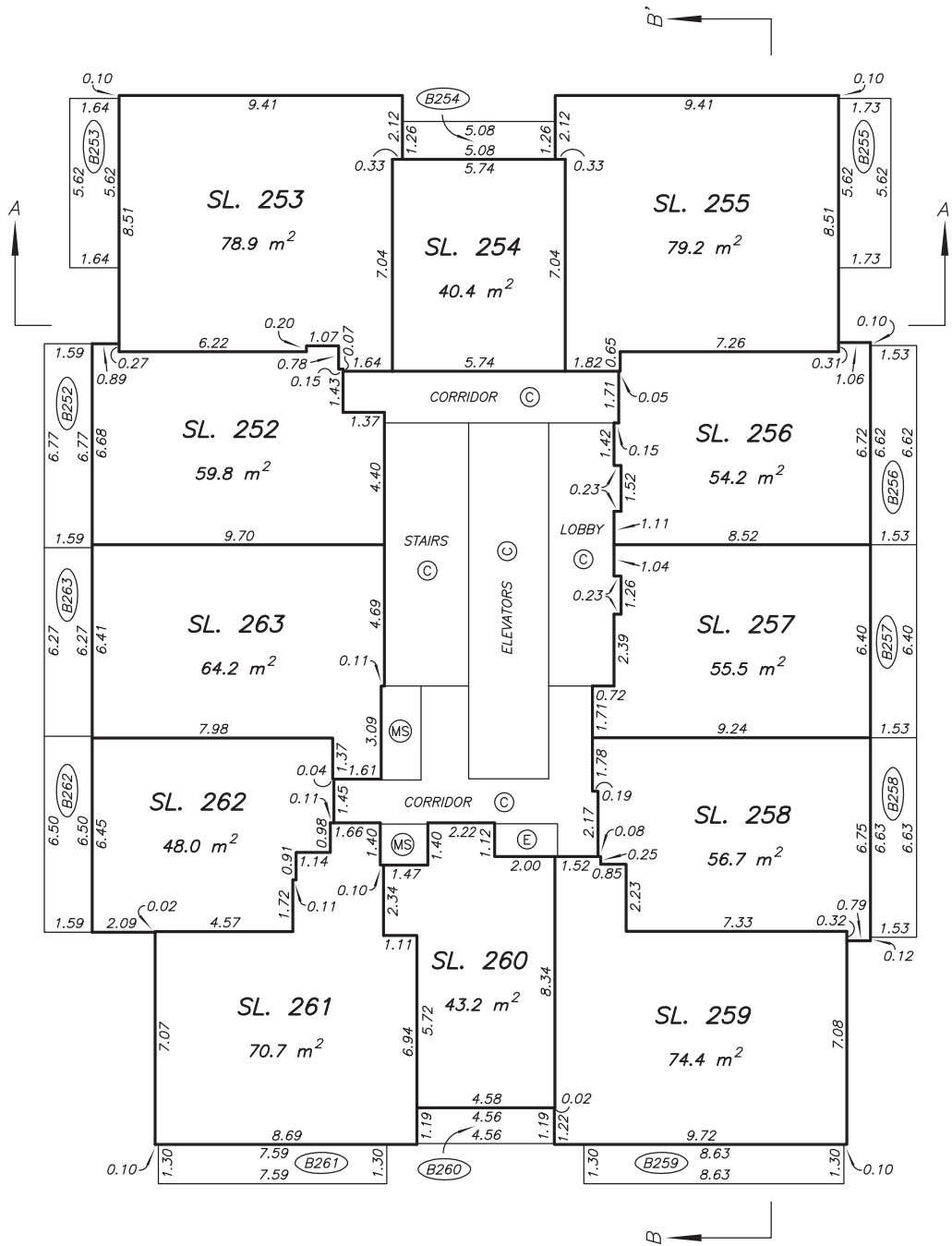
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 23 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

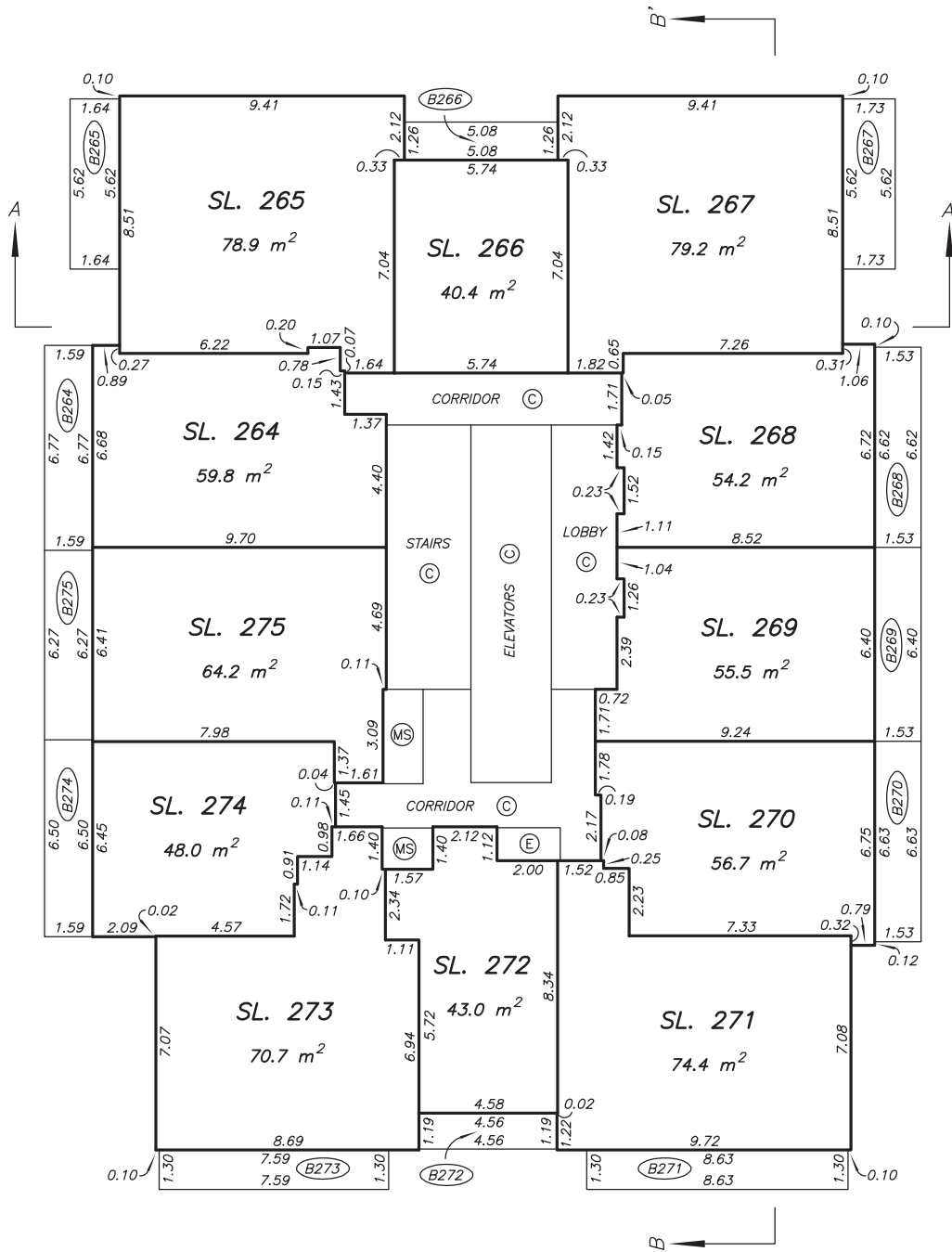
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 24 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

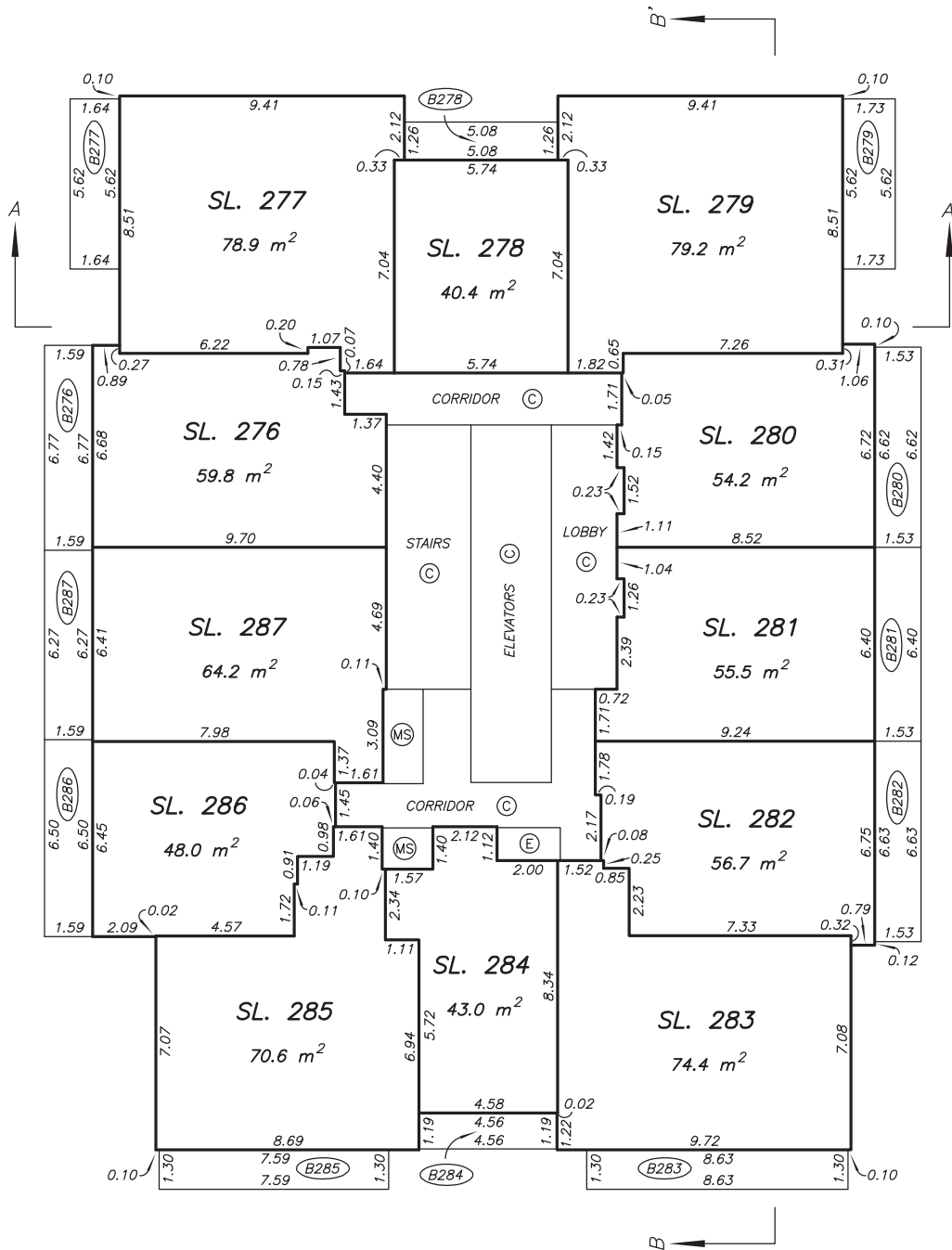
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 25 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

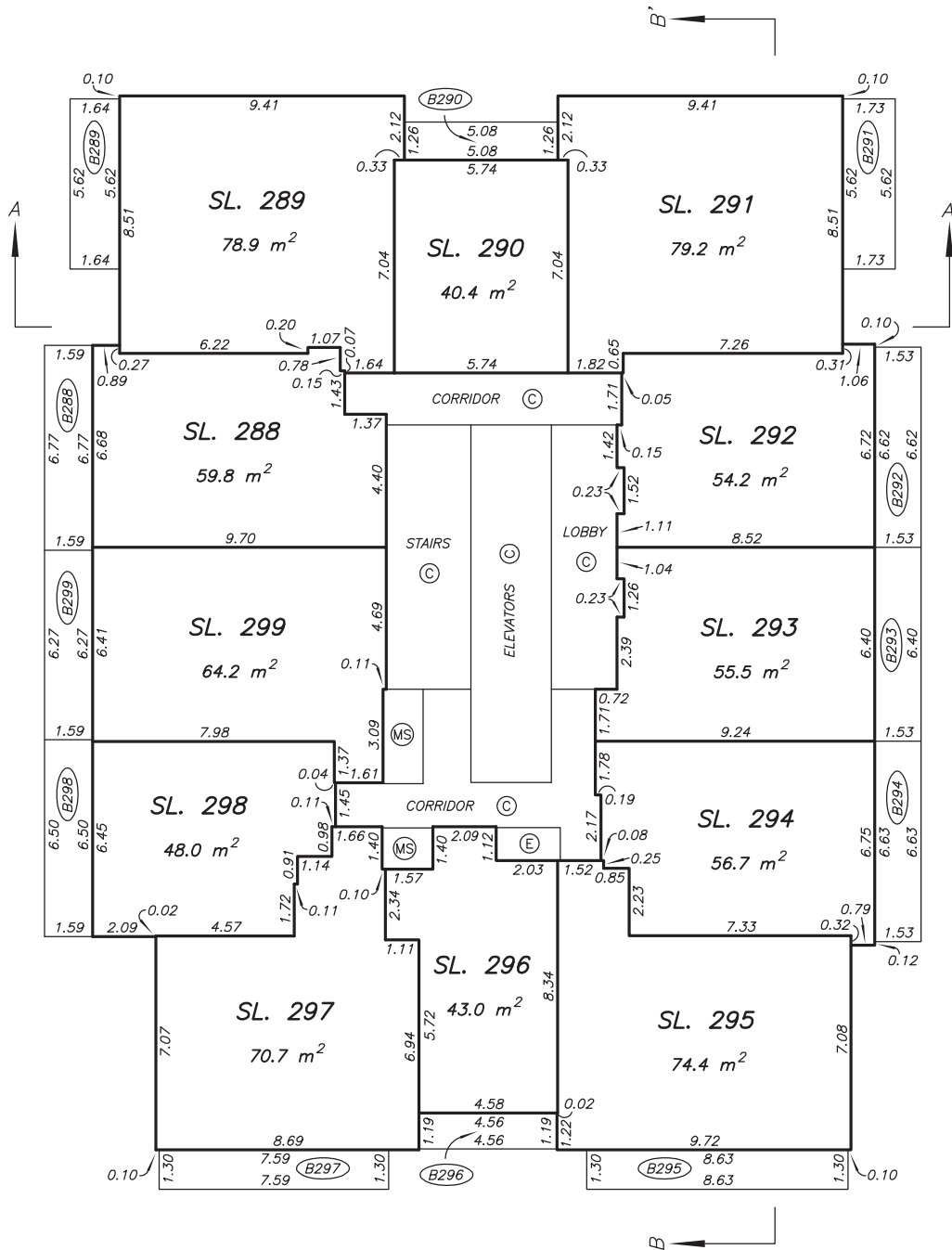
ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023



# LEVEL 26 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

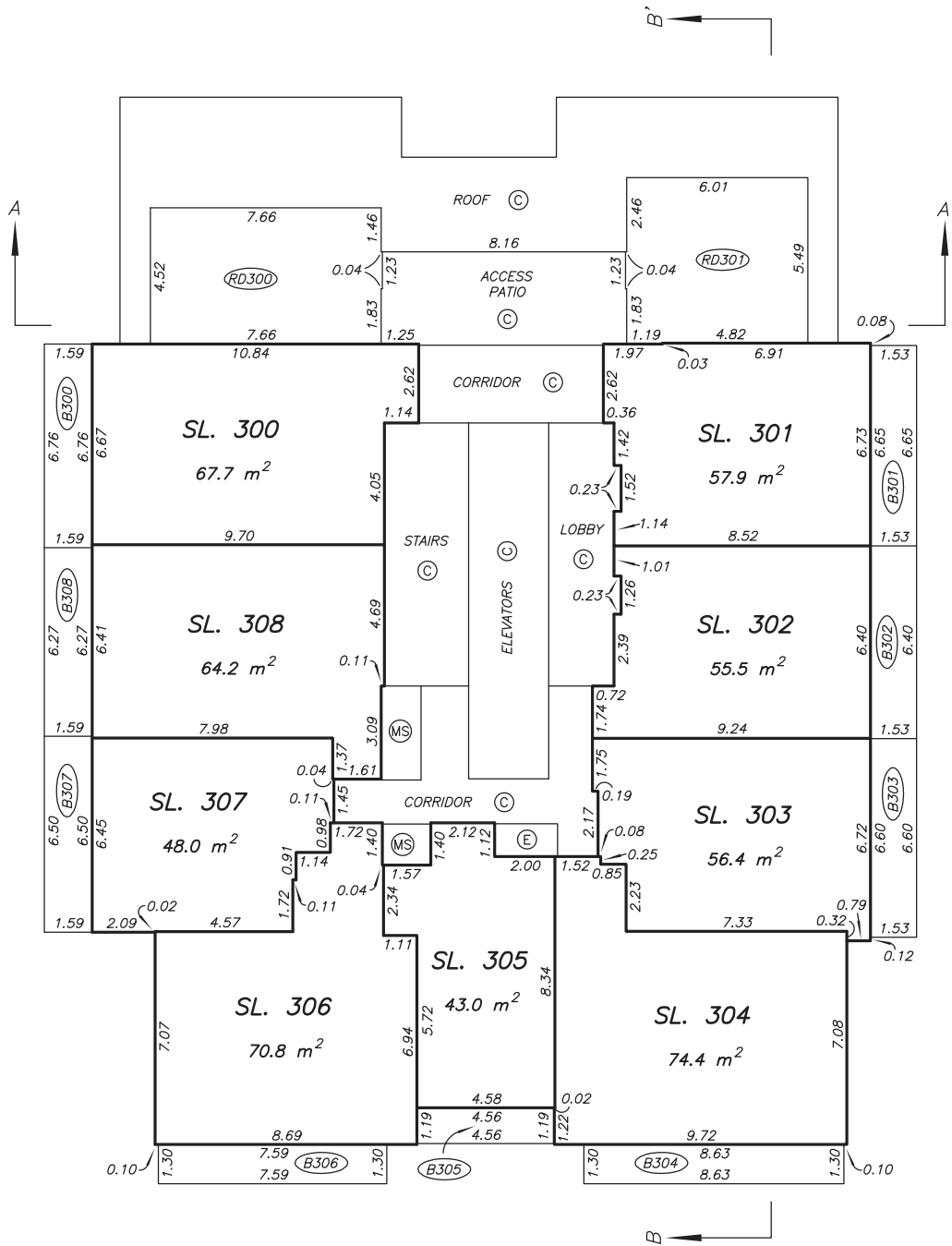
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 27 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

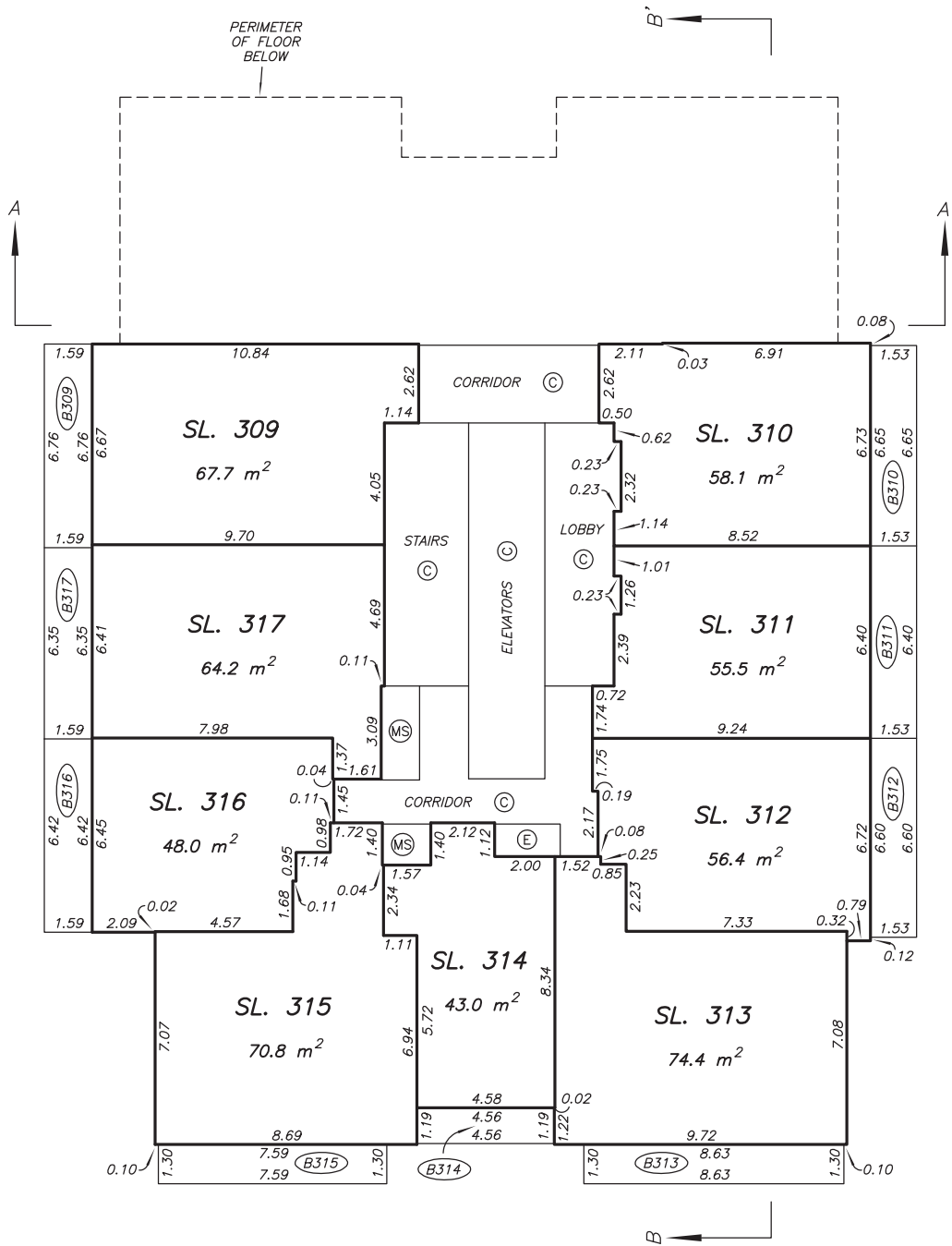
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# LEVEL 28 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

LEVEL 29  
MECHANICAL ROOM LEVEL  
FLOOR PLAN

STRATA PLAN EPS7718

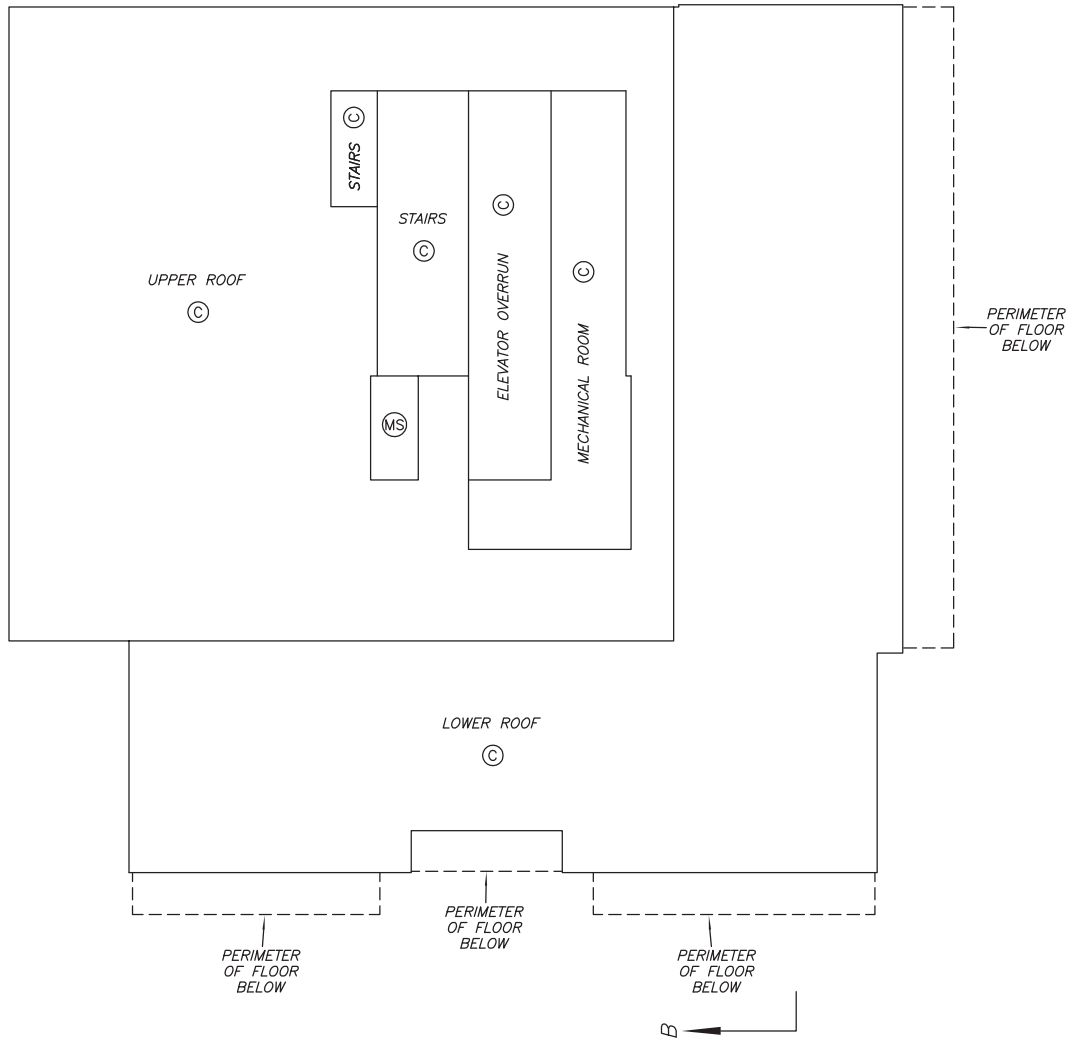


ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



B' →



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

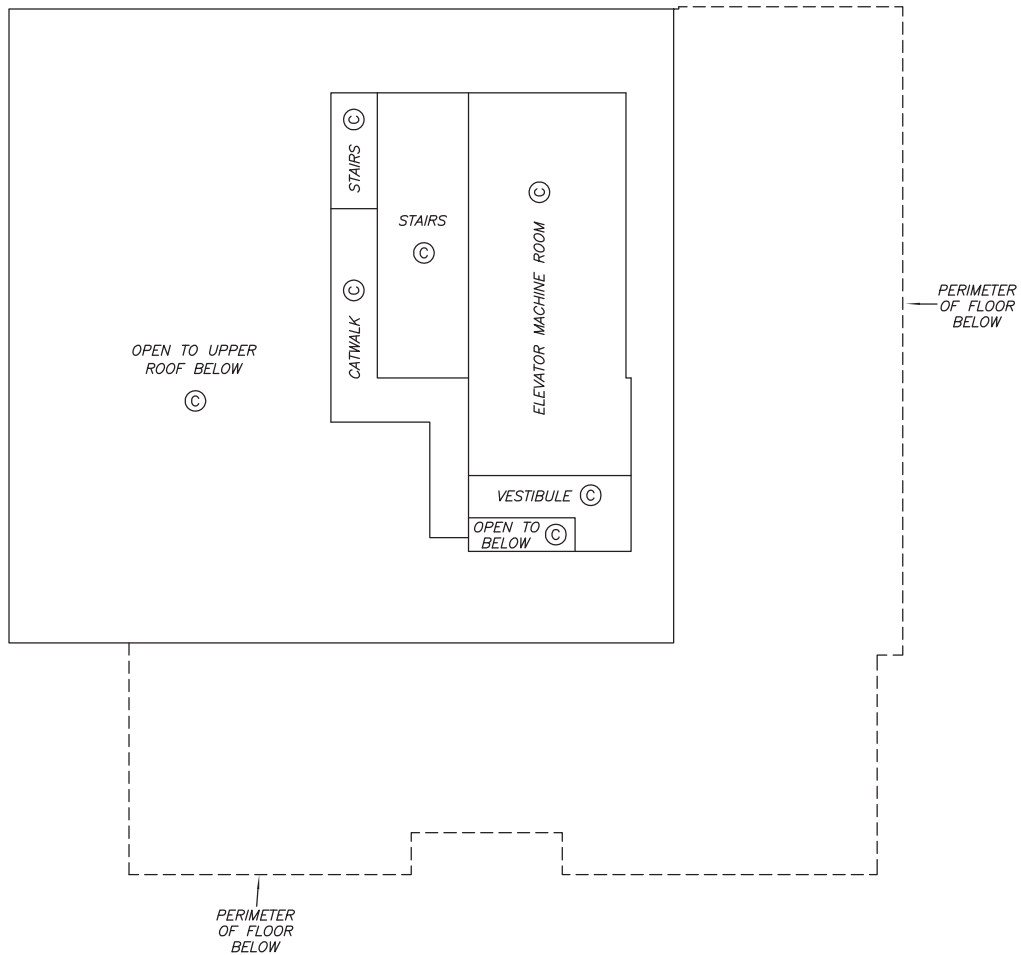
LEVEL 30  
ELEVATOR MACHINE ROOM LEVEL  
FLOOR PLAN

STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

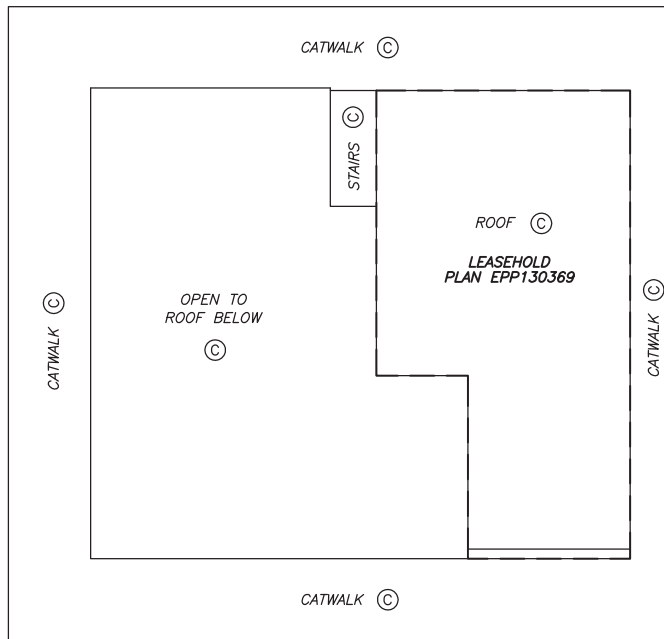
LEVEL 30  
MECHANICAL UPPER ROOF LEVEL  
FLOOR PLAN

STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

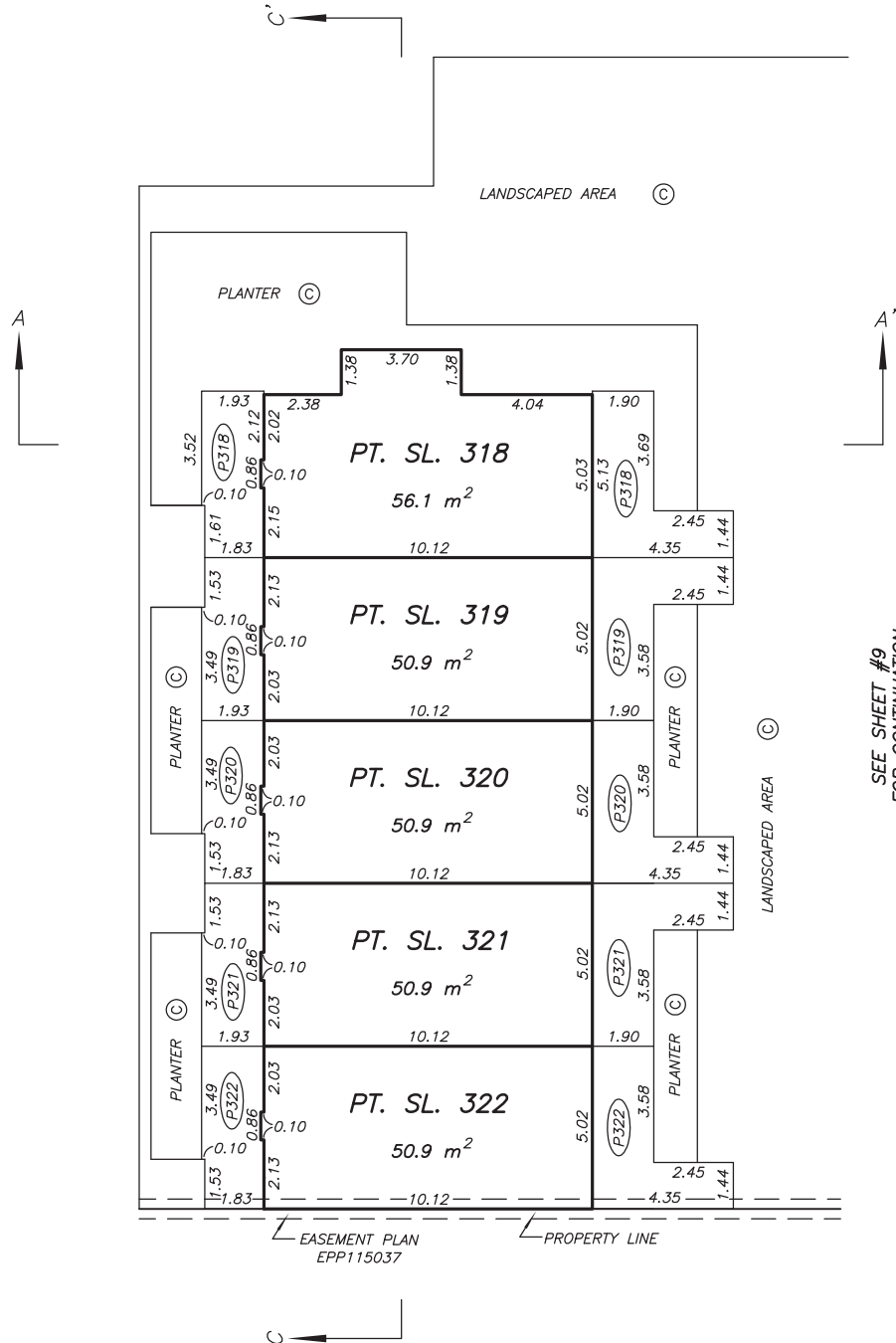
DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# TOWNHOUSE LEVEL 1 FLOOR PLAN



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

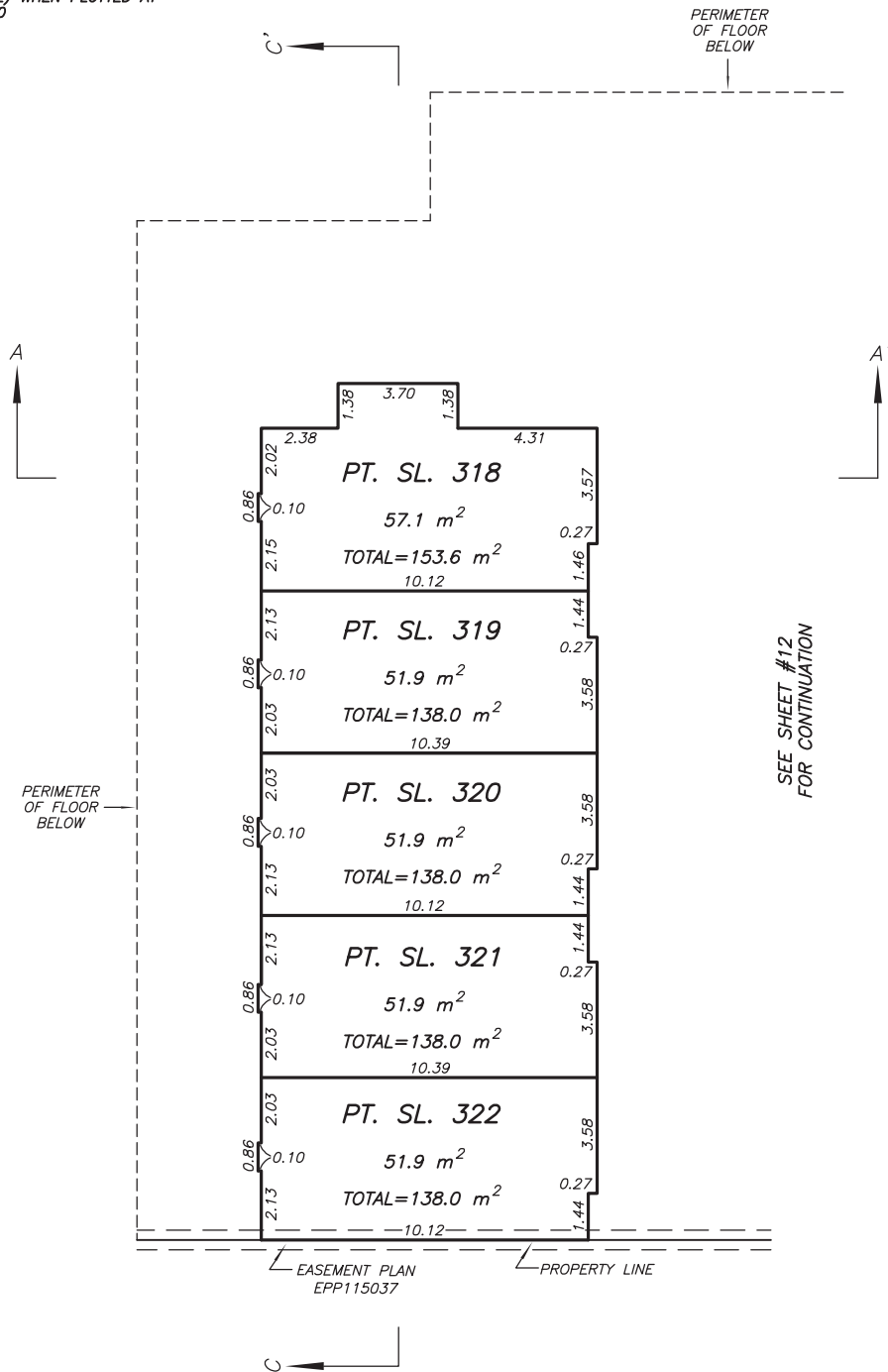
ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# TOWNHOUSE LEVEL 2 FLOOR PLAN

## STRATA PLAN EPS7718



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #12 FOR CONTINUATION

SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

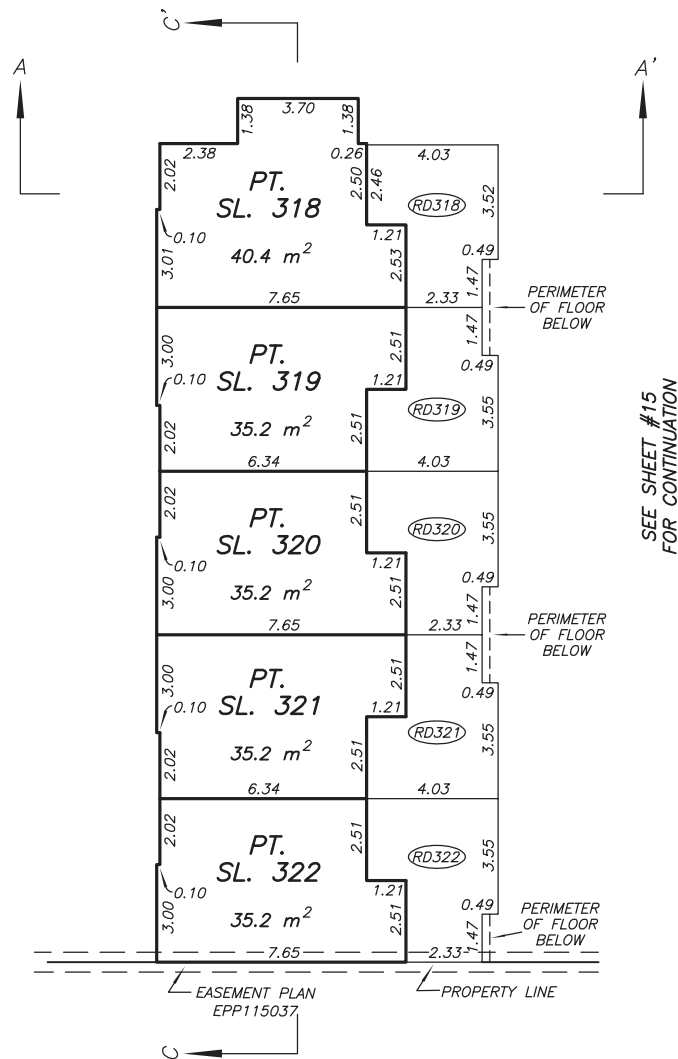


# TOWNHOUSE LEVEL 3 FLOOR PLAN

## STRATA PLAN EPS7718



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150



SEE SHEET #1 FOR STRATA LOT BOUNDARY DEFINITION

DRAWING # 30870-34  
FILE # 30870-34\_FP

ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

# CROSS SECTION A - A'

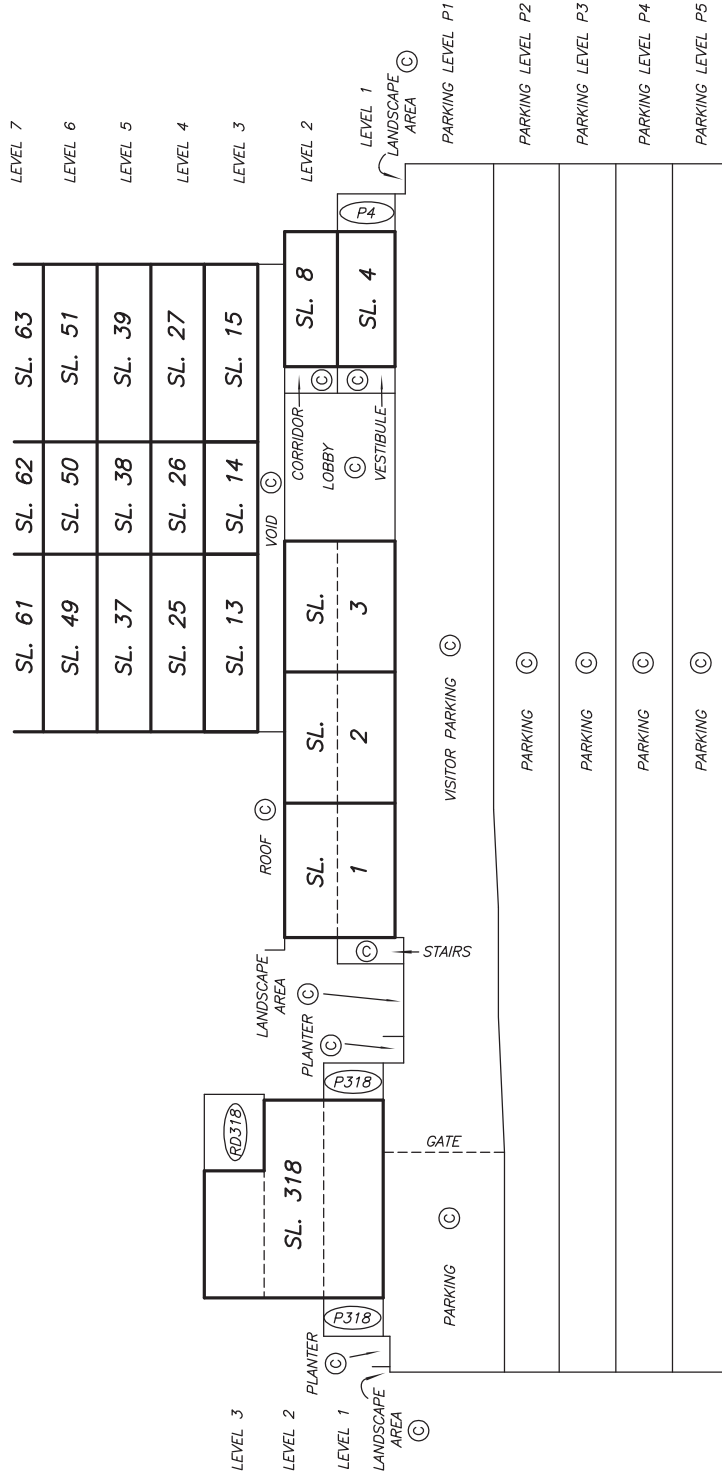
# STRATA PLAN EPS7718



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SEE SHEET #49 FOR CONTINUATION



# CROSS SECTION A - A'

# STRATA PLAN EPS7718



ALL DISTANCES ARE  
IN METRES.

THE INTENDED PLOT SIZE OF THIS  
PLAN IS 279mm IN WIDTH BY 432mm  
IN HEIGHT (B SIZE) WHEN PLOTTED AT  
A SCALE OF 1:250

(RD300)	ACCESS PATIO (C)	(RD301)	
			LEVEL 27
SL. 289	SL. 290	SL. 291	LEVEL 26
SL. 277	SL. 278	SL. 279	LEVEL 25
SL. 265	SL. 266	SL. 267	LEVEL 24
SL. 253	SL. 254	SL. 255	LEVEL 23
SL. 241	SL. 242	SL. 243	LEVEL 22
SL. 229	SL. 230	SL. 231	LEVEL 21
SL. 217	SL. 218	SL. 219	LEVEL 20
SL. 205	SL. 206	SL. 207	LEVEL 19
SL. 193	SL. 194	SL. 195	LEVEL 18
SL. 181	SL. 182	SL. 183	LEVEL 17
SL. 169	SL. 170	SL. 171	LEVEL 16
SL. 157	SL. 158	SL. 159	LEVEL 15
SL. 145	SL. 146	SL. 147	LEVEL 14
SL. 133	SL. 134	SL. 135	LEVEL 13
SL. 121	SL. 122	SL. 123	LEVEL 12
SL. 109	SL. 110	SL. 111	LEVEL 11
SL. 97	SL. 98	SL. 99	LEVEL 10
SL. 85	SL. 86	SL. 87	LEVEL 9
SL. 73	SL. 74	SL. 75	LEVEL 8
SL. 61	SL. 62	SL. 63	LEVEL 7
SL. 49	SL. 50	SL. 51	LEVEL 6

SEE SHEET #48  
FOR CONTINUATION

# CROSS SECTION B - B'

# STRATA PLAN EPS7718

LEVEL 29		LOWER ROOF ©				
LEVEL 28	(B313)	SL. 313	SL. 312	SL. 311	SL. 310	
LEVEL 27	(B304)	SL. 304	SL. 303	SL. 302	SL. 301	(RD301) ROOF ©
LEVEL 26	(B295)	SL. 295	SL. 294	SL. 293	SL. 292	SL. 291
LEVEL 25	(B283)	SL. 283	SL. 282	SL. 281	SL. 280	SL. 279
LEVEL 24	(B271)	SL. 271	SL. 270	SL. 269	SL. 268	SL. 267
LEVEL 23	(B259)	SL. 259	SL. 258	SL. 257	SL. 256	SL. 255
LEVEL 22	(B247)	SL. 247	SL. 246	SL. 245	SL. 244	SL. 243
LEVEL 21	(B235)	SL. 235	SL. 234	SL. 233	SL. 232	SL. 231
LEVEL 20	(B223)	SL. 223	SL. 222	SL. 221	SL. 220	SL. 219
LEVEL 19	(B211)	SL. 211	SL. 210	SL. 209	SL. 208	SL. 207
LEVEL 18	(B199)	SL. 199	SL. 198	SL. 197	SL. 196	SL. 195
LEVEL 17	(B187)	SL. 187	SL. 186	SL. 185	SL. 184	SL. 183
LEVEL 16	(B175)	SL. 175	SL. 174	SL. 173	SL. 172	SL. 171
LEVEL 15	(B163)	SL. 163	SL. 162	SL. 161	SL. 160	SL. 159
LEVEL 14	(B151)	SL. 151	SL. 150	SL. 149	SL. 148	SL. 147
LEVEL 13	(B139)	SL. 139	SL. 138	SL. 137	SL. 136	SL. 135
LEVEL 12	(B127)	SL. 127	SL. 126	SL. 125	SL. 124	SL. 123
LEVEL 11	(B115)	SL. 115	SL. 114	SL. 113	SL. 112	SL. 111
LEVEL 10	(B103)	SL. 103	SL. 102	SL. 101	SL. 100	SL. 99
LEVEL 9	(B91)	SL. 91	SL. 90	SL. 89	SL. 88	SL. 87
LEVEL 8	(B79)	SL. 79	SL. 78	SL. 77	SL. 76	SL. 75
LEVEL 7	(B67)	SL. 67	SL. 66	SL. 65	SL. 64	SL. 63
LEVEL 6	(B55)	SL. 55	SL. 54	SL. 53	SL. 52	SL. 51
LEVEL 5	(B43)	SL. 43	SL. 42	SL. 41	SL. 40	SL. 39
LEVEL 4	(B31)	SL. 31	SL. 30	SL. 29	SL. 28	SL. 27
LEVEL 3	(B19)	SL. 19	SL. 18	SL. 17	SL. 16	SL. 15



ALL DISTANCES ARE IN METRES.

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

LEVEL 2	AMENITY ©	VOID ©				
LEVEL 1		SL. 11	SL. 10	SL. 9	SL. 8	
		SL. 7	SL. 6	SL. 5	SL. 4	
	GATE	GATE	PARKING ©		WATER ENTRY ROOM ©	
	GATE	PARKING ©				
	GATE	PARKING ©			COMBO STORAGE ©	
	GATE	PARKING ©			COMBO STORAGE ©	
	GATE	PARKING ©			COMBO STORAGE ©	

LEVEL 2  
LEVEL 1  
PARKING LEVEL P1  
PARKING LEVEL P2  
PARKING LEVEL P3  
PARKING LEVEL P4  
PARKING LEVEL P5  
ROBERT ADRIAENSEN, BCLS  
JULY 10, 2023

EASEMENT PLAN EPP115037  
PROPERTY LINE

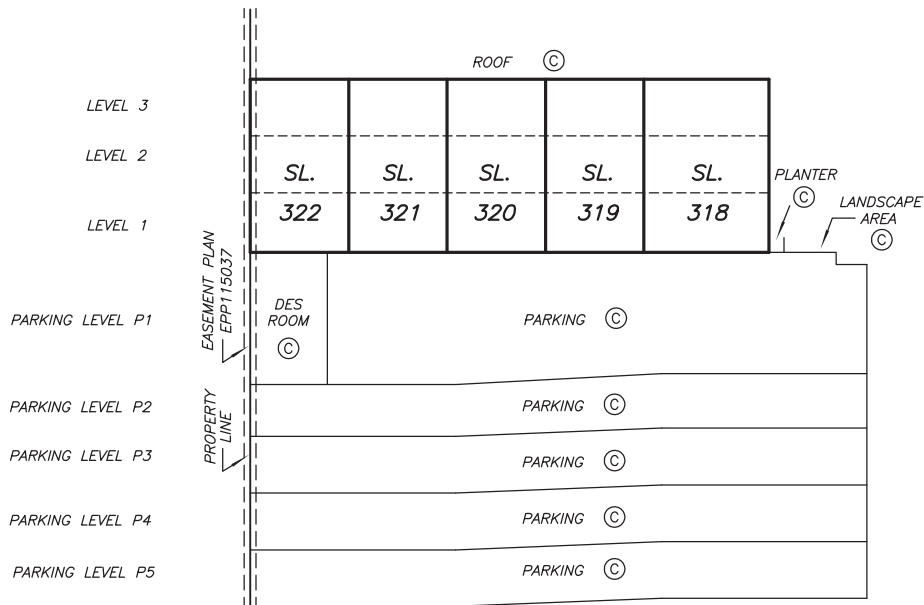
# CROSS SECTION C - C'

# STRATA PLAN EPS7718



ALL DISTANCES ARE  
IN METRES.

THE INTENDED PLOT SIZE OF THIS  
PLAN IS 279mm IN WIDTH BY 432mm  
IN HEIGHT (B SIZE) WHEN PLOTTED AT  
A SCALE OF 1:250



**EXHIBIT "D"**

**FILED FORM V – SCHEDULE OF UNIT ENTITLEMENT**

[See Attached]

1. Contact

Document Fees: \$31.27

**Andrea Hang, Legal Administrative Assistant, BOSA  
PROPERTIES INC.  
1201 - 838 West Hastings Street  
Vancouver BC V6C 0A6  
6042991363**

UD North | Form V Schedule of Unit Entitlement

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-V Schedule of Unit Entitlement**

3. Description of Land

PID/Plan Number

Legal Description

**EPS7718**

**THE OWNERS, STRATA PLAN EPS7718**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Robyn Alexis  
Miles I23K2S**

Digitally signed by  
Robyn Alexis Miles I23K2S  
Date: 2023-08-02  
00:14:08 -07:00

*Strata Property Act*  
Form V  
**SCHEDULE OF UNIT ENTITLEMENT**  
*(Sections 245(a), 246, 264)*

Re: Strata Plan EPS7718, being a strata plan of

PID 030-861-918 Lot A, Section 22, Block 5 North, Range 2 West,  
New Westminster District, Plan EPP79101

---

**STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS**

The unit entitlement for each residential strata lot is one of the following, as set out in the following table:

- (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

**Certificate of British Columbia Land Surveyor**

I, Robert Adriaensen  
a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: July 10th, 2023

  
\_\_\_\_\_

**OR**

- (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

**OR**

- (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

\_\_\_\_\_  
Signature of Superintendent of Real Estate



Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
1	10, 13	118.3	118	0.59
2	10, 13	115.6	116	0.58
3	10, 13	118.1	118	0.59
4	11	63.0	63	0.32
5	11	44.3	44	0.22
6	11	54.9	55	0.28
7	11	55.8	56	0.28
8	14	62.8	63	0.32
9	14	51.4	51	0.26
10	14	55.8	56	0.28
11	14	61.4	61	0.31
12	16	59.8	60	0.30
13	16	78.9	79	0.40
14	16	40.4	40	0.20
15	16	79.2	79	0.40
16	16	54.2	54	0.27
17	16	55.5	56	0.28
18	16	56.7	57	0.29
19	16	74.4	74	0.37
20	16	43.0	43	0.22
21	16	70.7	71	0.36
22	16	48.0	48	0.24
23	16	64.2	64	0.32
24	17	59.8	60	0.30
25	17	78.9	79	0.40
26	17	40.4	40	0.20
27	17	79.2	79	0.40
28	17	54.2	54	0.27
29	17	55.5	56	0.28
30	17	56.7	57	0.29
31	17	74.4	74	0.37
32	17	43.0	43	0.22
33	17	70.7	71	0.36
34	17	48.0	48	0.24
35	17	64.2	64	0.32
36	18	59.8	60	0.30
37	18	78.9	79	0.40
38	18	40.4	40	0.20
39	18	79.2	79	0.40
40	18	54.2	54	0.27
41	18	55.5	56	0.28
42	18	56.7	57	0.29
43	18	74.4	74	0.37

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
44	18	43.0	43	0.22
45	18	70.7	71	0.36
46	18	48.0	48	0.24
47	18	64.2	64	0.32
48	19	59.8	60	0.30
49	19	78.9	79	0.40
50	19	40.4	40	0.20
51	19	79.2	79	0.40
52	19	54.2	54	0.27
53	19	55.5	56	0.28
54	19	56.7	57	0.29
55	19	74.4	74	0.37
56	19	43.0	43	0.22
57	19	70.7	71	0.36
58	19	48.0	48	0.24
59	19	64.2	64	0.32
60	20	59.8	60	0.30
61	20	78.9	79	0.40
62	20	40.4	40	0.20
63	20	79.2	79	0.40
64	20	54.2	54	0.27
65	20	55.5	56	0.28
66	20	56.7	57	0.29
67	20	74.4	74	0.37
68	20	43.2	43	0.22
69	20	70.7	71	0.36
70	20	48.0	48	0.24
71	20	64.2	64	0.32
72	21	59.8	60	0.30
73	21	78.9	79	0.40
74	21	40.4	40	0.20
75	21	79.2	79	0.40
76	21	54.2	54	0.27
77	21	55.5	56	0.28
78	21	56.7	57	0.29
79	21	74.4	74	0.37
80	21	43.2	43	0.22
81	21	70.7	71	0.36
82	21	48.0	48	0.24
83	21	64.2	64	0.32
84	22	59.8	60	0.30
85	22	78.9	79	0.40
86	22	40.4	40	0.20

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
87	22	79.2	79	0.40
88	22	54.2	54	0.27
89	22	55.5	56	0.28
90	22	56.7	57	0.29
91	22	74.4	74	0.37
92	22	43.2	43	0.22
93	22	70.7	71	0.36
94	22	48.0	48	0.24
95	22	64.2	64	0.32
96	23	59.8	60	0.30
97	23	78.9	79	0.40
98	23	40.4	40	0.20
99	23	79.2	79	0.40
100	23	54.2	54	0.27
101	23	55.5	56	0.28
102	23	56.7	57	0.29
103	23	74.4	74	0.37
104	23	43.2	43	0.22
105	23	70.7	71	0.36
106	23	48.0	48	0.24
107	23	64.2	64	0.32
108	24	59.8	60	0.30
109	24	78.9	79	0.40
110	24	40.4	40	0.20
111	24	79.2	79	0.40
112	24	54.2	54	0.27
113	24	55.5	56	0.28
114	24	56.7	57	0.29
115	24	74.4	74	0.37
116	24	43.2	43	0.22
117	24	70.7	71	0.36
118	24	48.0	48	0.24
119	24	64.2	64	0.32
120	25	59.8	60	0.30
121	25	78.9	79	0.40
122	25	40.4	40	0.20
123	25	79.2	79	0.40
124	25	54.2	54	0.27
125	25	55.5	56	0.28
126	25	56.7	57	0.29
127	25	74.4	74	0.37
128	25	43.2	43	0.22
129	25	70.7	71	0.36

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
130	25	48.0	48	0.24
131	25	64.2	64	0.32
132	26	59.8	60	0.30
133	26	78.9	79	0.40
134	26	40.4	40	0.20
135	26	79.2	79	0.40
136	26	54.2	54	0.27
137	26	55.5	56	0.28
138	26	56.7	57	0.29
139	26	74.4	74	0.37
140	26	43.2	43	0.22
141	26	70.7	71	0.36
142	26	48.0	48	0.24
143	26	64.2	64	0.32
144	27	59.8	60	0.30
145	27	78.9	79	0.40
146	27	40.4	40	0.20
147	27	79.2	79	0.40
148	27	54.2	54	0.27
149	27	55.5	56	0.28
150	27	56.7	57	0.29
151	27	74.4	74	0.37
152	27	43.2	43	0.22
153	27	70.7	71	0.36
154	27	48.0	48	0.24
155	27	64.2	64	0.32
156	28	59.8	60	0.30
157	28	78.9	79	0.40
158	28	40.4	40	0.20
159	28	79.2	79	0.40
160	28	54.2	54	0.27
161	28	55.5	56	0.28
162	28	56.7	57	0.29
163	28	74.4	74	0.37
164	28	43.2	43	0.22
165	28	70.7	71	0.36
166	28	48.0	48	0.24
167	28	64.2	64	0.32
168	29	59.8	60	0.30
169	29	78.9	79	0.40
170	29	40.4	40	0.20
171	29	79.2	79	0.40
172	29	54.2	54	0.27

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
173	29	55.5	56	0.28
174	29	56.7	57	0.29
175	29	74.4	74	0.37
176	29	43.2	43	0.22
177	29	70.7	71	0.36
178	29	48.0	48	0.24
179	29	64.2	64	0.32
180	30	59.8	60	0.30
181	30	78.9	79	0.40
182	30	40.4	40	0.20
183	30	79.2	79	0.40
184	30	54.2	54	0.27
185	30	55.5	56	0.28
186	30	56.7	57	0.29
187	30	74.4	74	0.37
188	30	43.2	43	0.22
189	30	70.7	71	0.36
190	30	48.0	48	0.24
191	30	64.2	64	0.32
192	31	59.8	60	0.30
193	31	78.9	79	0.40
194	31	40.4	40	0.20
195	31	79.2	79	0.40
196	31	54.2	54	0.27
197	31	55.5	56	0.28
198	31	56.7	57	0.29
199	31	74.4	74	0.37
200	31	43.2	43	0.22
201	31	70.7	71	0.36
202	31	48.0	48	0.24
203	31	64.2	64	0.32
204	32	59.8	60	0.30
205	32	78.9	79	0.40
206	32	40.4	40	0.20
207	32	79.2	79	0.40
208	32	54.2	54	0.27
209	32	55.5	56	0.28
210	32	56.7	57	0.29
211	32	74.4	74	0.37
212	32	43.2	43	0.22
213	32	70.7	71	0.36
214	32	48.0	48	0.24
215	32	64.2	64	0.32

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
216	33	59.8	60	0.30
217	33	78.9	79	0.40
218	33	40.4	40	0.20
219	33	79.2	79	0.40
220	33	54.2	54	0.27
221	33	55.5	56	0.28
222	33	56.7	57	0.29
223	33	74.4	74	0.37
224	33	43.2	43	0.22
225	33	70.7	71	0.36
226	33	48.0	48	0.24
227	33	64.2	64	0.32
228	34	59.8	60	0.30
229	34	78.9	79	0.40
230	34	40.4	40	0.20
231	34	79.2	79	0.40
232	34	54.2	54	0.27
233	34	55.5	56	0.28
234	34	56.7	57	0.29
235	34	74.4	74	0.37
236	34	43.2	43	0.22
237	34	70.7	71	0.36
238	34	48.0	48	0.24
239	34	64.2	64	0.32
240	35	59.8	60	0.30
241	35	78.9	79	0.40
242	35	40.4	40	0.20
243	35	79.2	79	0.40
244	35	54.2	54	0.27
245	35	55.5	56	0.28
246	35	56.7	57	0.29
247	35	74.4	74	0.37
248	35	43.0	43	0.22
249	35	70.7	71	0.36
250	35	48.0	48	0.24
251	35	64.2	64	0.32
252	36	59.8	60	0.30
253	36	78.9	79	0.40
254	36	40.4	40	0.20
255	36	79.2	79	0.40
256	36	54.2	54	0.27
257	36	55.5	56	0.28
258	36	56.7	57	0.29

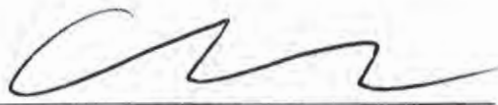
Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
259	36	74.4	74	0.37
260	36	43.2	43	0.22
261	36	70.7	71	0.36
262	36	48.0	48	0.24
263	36	64.2	64	0.32
264	37	59.8	60	0.30
265	37	78.9	79	0.40
266	37	40.4	40	0.20
267	37	79.2	79	0.40
268	37	54.2	54	0.27
269	37	55.5	56	0.28
270	37	56.7	57	0.29
271	37	74.4	74	0.37
272	37	43.0	43	0.22
273	37	70.7	71	0.36
274	37	48.0	48	0.24
275	37	64.2	64	0.32
276	38	59.8	60	0.30
277	38	78.9	79	0.40
278	38	40.4	40	0.20
279	38	79.2	79	0.40
280	38	54.2	54	0.27
281	38	55.5	56	0.28
282	38	56.7	57	0.29
283	38	74.4	74	0.37
284	38	43.0	43	0.22
285	38	70.6	71	0.36
286	38	48.0	48	0.24
287	38	64.2	64	0.32
288	39	59.8	60	0.30
289	39	78.9	79	0.40
290	39	40.4	40	0.20
291	39	79.2	79	0.40
292	39	54.2	54	0.27
293	39	55.5	56	0.28
294	39	56.7	57	0.29
295	39	74.4	74	0.37
296	39	43.0	43	0.22
297	39	70.7	71	0.36
298	39	48.0	48	0.24
299	39	64.2	64	0.32
300	40	67.7	68	0.34
301	40	57.9	58	0.29

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement **
302	40	55.5	56	0.28
303	40	56.4	56	0.28
304	40	74.4	74	0.37
305	40	43.0	43	0.22
306	40	70.8	71	0.36
307	40	48.0	48	0.24
308	40	64.2	64	0.32
309	41	67.7	68	0.34
310	41	58.1	58	0.29
311	41	55.5	56	0.28
312	41	56.4	56	0.28
313	41	74.4	74	0.37
314	41	43.0	43	0.22
315	41	70.8	71	0.36
316	41	48.0	48	0.24
317	41	64.2	64	0.32
318	45, 46, 47	153.6	154	0.77
319	45, 46, 47	138.0	138	0.69
320	45, 46, 47	138.0	138	0.69
321	45, 46, 47	138.0	138	0.69
322	45, 46, 47	138.0	138	0.69
Total number of lots: 322			Total unit entitlement: 19983	

\* expression of percentage is for informational purposes only and has no legal effect

\*\* not required for a phase of a phased strata plan

Date: August 2, 2023



Signature of Owner Developer

\_\_\_\_\_  
Signature of Superintendent of Real Estate  
(if submitted under section 264 of the Act)



**EXHIBIT "E"**

**FINAL ESTIMATED OPERATING BUDGETS**

[See Attached]

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
**PROPOSED INTERIM OPERATING BUDGET**

<u>ACCOUNT</u>	<u>REVENUE</u>	<u>AMOUNT</u>
3310-000	Strata Fees	\$ 1,202,137.87
	CRF Allocation	\$ 53,414.65
	<b>Total Revenue</b>	<b>\$ 1,255,552.52</b>
<b><u>OPERATING EXPENSES</u></b>		
<b><u>CLEANING CONTRACTS</u></b>		
4110-000	Janitorial Contract	\$ 44,000.00
4130-000	Garbage/Recycling	\$ 30,000.00
4120-000	Window Cleaning	\$ 12,690.00
4530-000	Building Manager	\$ 48,500.00
	<b>TOTAL</b>	<b>\$ 135,190.00</b>
<b><u>CLEANING OTHER</u></b>		
4210-000	Flooring/Carpeting	\$ 6,000.00
4240-000	Janitorial Supplies	\$ 3,000.00
4350-000	Dryer Vent Cleaning	\$ 12,000.00
	<b>TOTAL</b>	<b>\$ 21,000.00</b>
<b><u>REPAIR AND MAINTENANCE</u></b>		
4510-000	Elevator Maintenance	\$ 44,000.00
4520-000	HVAC/Mechanical	\$ 9,000.00
4540-000	Fire and Life Safety	\$ 8,400.00
4540-100	Alarm Monitoring	\$ 3,600.00
4610-000	Electrical	\$ 1,800.00
4620-000	General	\$ 18,000.00
4640-000	Painting	\$ 3,600.00
4630-000	Plumbing	\$ 3,600.00
4740-100	Enterphone Lease	\$ 40,000.00
4780-500	Building Envelope Inspection Repairs & Maintenance Pressure Washing	
4810-000	Maintenance Supplies	\$ 3,000.00
4820-100	Emergency Generator Service/Fuel	\$ 3,240.00
4820-300	Parking Lot Cleaning (43/57 Split)	\$ 4,515.00
4820-320	*** Auto Courtyard Maintenance (43/57 split)	\$ 1,548.00
4820-400	Parkade Gate (43/57 Split)	\$ 2,480.00
	<b>TOTAL</b>	<b>\$ 146,783.00</b>
<b><u>UTILITIES</u></b>		
4910-000	Electricity	\$ 86,500.00
4920-000	Heating & Hot Water	\$ 182,000.00

4940-000		Water & Sewer	\$	98,000.00
4960-000		Enterphone/Intercom/Fobs	\$	1,550.00
		<b>TOTAL</b>	<b>\$</b>	<b>368,050.00</b>
		<b>SERVICE CONTRACTS</b>		
5105-000		Irrigation System Maint.	\$	1,950.00
5110-000		Landscaping Contract	\$	13,760.00
5130-000		Pest Control	\$	3,000.00
5140-000		Snow Removal	\$	3,600.00
		<b>TOTAL</b>	<b>\$</b>	<b>22,310.00</b>
		<b>OTHER</b>		
5210-000		Keys and Locks	\$	1,800.00
		<b>TOTAL</b>	<b>\$</b>	<b>1,800.00</b>
		<b>ADMIN SERVICE CONTRACT</b>		
5410-000		Management Fees	\$	64,500.00
5420-000		Professional Fees / Appraisal	\$	1,860.00
5420-200		Legal	\$	600.00
		<b>TOTAL</b>	<b>\$</b>	<b>66,960.00</b>
		<b>ADMIN OFFICE EXPENSES</b>		
5520-000		Postage	\$	3,240.00
5540-000		Telephone	\$	2,500.00
5550-100		Photocopier	\$	3,600.00
5560-000		Bank Service Charges	\$	360.00
5590-000		Sundry Operating Expenses	\$	1,500.00
		<b>TOTAL</b>	<b>\$</b>	<b>11,200.00</b>
		<b>FIXED EXPENSES</b>		
5920-000		Building Insurance	<b>\$</b>	<b>295,000.00</b>
		<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>1,068,293.00</b>
9350-000	**	Contingency Reserve (5%)	\$	53,414.65
	*	Amenities (43/57 Split)	\$	133,857.10
Less:	***	CRU Recoverable (ASP) - Auto Courtyard Expense	\$	(12.23)
		<b>TOTAL OPERATING BUDGET</b>		<b>\$1,255,552.52</b>

\*NOTE: Cost sharing between South Tower Strata Corp and North Tower Strata Corp in respect of Shared Residential Amenities/Facilities will come into effect when the Shared Residential Amenities/Facilities are installed and operational

\*\*NOTE: In accordance with Section 12(3)(a) of the Strata Property Act, the Developer will contribute 5% of the Total Operating Expense into the Contingency Reserve Fund

North Tower Strata Corp and the South Tower Strata Corp (43/57 split) in respect of shared expenses for the Shared Project Facilities benefiting all components of the Project [Note: South Tower Strata Corporation may be required to collect and remit North Tower Strata Corporation's proportionate share of recovery from CRUs]

<b>UNIVERSITY DISTRICT NORTH</b>	
<b>SHARED AMENITIES AND COMMON AREA EXPENSES</b>	
Elevator	\$ 7,500.00
Janitorial Contract	\$ 43,500.00
Janitorial and Maintenance Supplies	\$ 6,000.00
Fire Safety	\$ 2,400.00
Pool/Spa Maintenance Contract	\$ 7,500.00
Pool Chemicals	\$ 3,960.00
Gym Equipment Maintenance Contract	\$ 4,800.00
General Repairs and Maintenance	\$ 17,000.00
Security Contract	\$ 36,000.00
Concierge	\$ 146,000.00
Water Feature/Play Area Maintenance	\$ 3,600.00
***Public Art Feature Maintenance	\$ 1,500.00
E/V Charging Station (Carshare Stall)	\$ 1,200.00
Electricity	\$ 12,000.00
Natural Gas	\$ 18,990.00
Water & Sewer	\$ 16,252.00
<b>OPERATING EXPENSE</b>	<b>\$ 328,202.00</b>
CRF Allocation (10%)	\$ 32,820.20
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 361,022.20</b>
*NOTE: Shared Amenities and Common Area Expense are Allocated Based on Unit Entitlement	
<b>North Tower Unit Entitlement (43% X 311,295.60)</b>	<b>\$ 155,239.55</b>
<b>South Tower Unit Entitlement (57% X 311,295.60)</b>	<b>\$ 205,782.65</b>

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
 PROPOSED 1st ANNUAL OPERATING BUDGET

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<u>ACCOUNT</u>	<u>REVENUE</u>	<u>AMOUNT</u>
3310-000	Strata Fees	\$ 1,417,097.87
	CRF Allocation	\$ 128,325.30
	<b>Total Revenue</b>	<b>\$ 1,545,423.17</b>
<b><u>OPERATING EXPENSES</u></b>		
<b>CLEANING CONTRACTS</b>		
4110-000	Janitorial Contract	\$ 44,000.00
4130-000	Garbage/Recycling	\$ 48,000.00
4120-000	Window Cleaning	\$ 12,690.00
4530-000	Building Manager	\$ 48,500.00
	<b>TOTAL</b>	<b>\$ 153,190.00</b>
<b>CLEANING OTHER</b>		
4210-000	Flooring/Carpeting	\$ 8,400.00
4240-000	Janitorial Supplies	\$ 4,800.00
4350-000	Dryer Vent Cleaning	\$ 12,000.00
	<b>TOTAL</b>	<b>\$ 25,200.00</b>
<b>REPAIR AND MAINTENANCE</b>		
4510-000	Elevator Maintenance	\$ 44,000.00
4520-000	HVAC/Mechanical	\$ 14,500.00
4540-000	Fire and Life Safety	\$ 12,000.00
4540-100	Alarm Monitoring	\$ 3,600.00
4610-000	Electrical	\$ 3,000.00
4620-000	General	\$ 25,500.00
4640-000	Painting	\$ 6,000.00
4630-000	Plumbing	\$ 6,000.00
4740-100	Enterphone Lease	\$ 40,000.00
4780-500	Building Envelope	
	Inspection	\$ 14,500.00
	Repairs & Maintenance	\$ 3,000.00
	Pressure Washing	\$ 6,000.00
4810-000	Maintenance Supplies	\$ 4,800.00
4820-100	Emergency Generator Service/Fuel	\$ 3,900.00
4820-300	Parking Lot Cleaning (43/57 Split)	\$ 4,515.00
4820-320	* Auto Courtyard Maintenance (43/57 Split)	\$ 1,548.00
4820-400	Parkade Gate (43/57 Split)	\$ 2,580.00
	<b>TOTAL</b>	<b>\$ 195,443.00</b>

	<b>UTILITIES</b>		
4910-000	Electricity	\$	116,500.00
4920-000	Heating & Hot Water	\$	271,000.00
4940-000	Water & Sewer	\$	112,500.00
4960-000	Enterphone/Intercom/Fobs	\$	1,550.00
	<b>TOTAL</b>	<b>\$</b>	<b>501,550.00</b>
	<b>SERVICE CONTRACTS</b>		
5105-000	Irrigation System Maint.	\$	1,950.00
5110-000	Landscaping Contract	\$	15,000.00
5130-000	Pest Control	\$	4,800.00
5140-000	Snow Removal	\$	6,000.00
	<b>TOTAL</b>	<b>\$</b>	<b>27,750.00</b>
	<b>OTHER</b>		
5210-000	Keys and Locks	\$	2,400.00
	<b>TOTAL</b>	<b>\$</b>	<b>2,400.00</b>
	<b>ADMIN SERVICE CONTRACT</b>		
5410-000	Management Fees	\$	64,500.00
5420-000	Professional Fees / Appraisal	\$	3,000.00
5420-200	Legal	\$	1,500.00
	<b>TOTAL</b>	<b>\$</b>	<b>69,000.00</b>
	<b>ADMIN OFFICE EXPENSES</b>		
5520-000	Postage	\$	3,600.00
5540-000	Telephone	\$	2,500.00
5550-100	Photocopier	\$	4,800.00
5560-000	Bank Service Charges	\$	420.00
5590-000	Sundry Operating Expenses	\$	2,400.00
	<b>TOTAL</b>	<b>\$</b>	<b>13,720.00</b>
	<b>FIXED EXPENSES</b>		
5920-000	Building Insurance	<b>\$</b>	<b>295,000.00</b>
	<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>1,283,253.00</b>
9350-000	Contingency Reserve (10%)	\$	128,325.30
4680-000	Amenities (43/57 split)	\$	133,857.10
Less:	* CRU Recoverable Portion (ASP)	\$	(12.23)
	<b>TOTAL OPERATING BUDGET</b>		<b>\$1,545,423.17</b>

\*NOTE: CRU Recoverable (ASP) from Commercial Component - to be apportioned between the North Tower Strata Corp and the South Tower Strata Corp (43/57 split) in respect of shared expenses for the Shared Project Facilities benefiting all components of the Project [Note: South Tower Strata Corporation may be required to collect and remit North Tower Strata Corporation's proportionate share of recovery from CRUs]

<b>UNIVERSITY DISTRICT NORTH</b>	
<b>SHARED AMENITIES AND COMMON AREA EXPENSES</b>	
Elevator	\$ 7,500.00
Janitorial Contract	\$ 43,500.00
Janitorial and Maintenance Supplies	\$ 6,000.00
Fire Safety	\$ 2,400.00
Pool/Spa Maintenance Contract	\$ 7,500.00
Pool Chemicals	\$ 3,960.00
Gym Equipment Maintenance Contract	\$ 4,800.00
General Repairs and Maintenance	\$ 17,000.00
Security Contract	\$ 36,000.00
Concierge	\$ 146,000.00
Water Feature/Play Area Maintenance	\$ 3,600.00
*Public Art Feature Maintenance	\$ 1,500.00
E/V Charging Station (Carshare Stall)	\$ 1,200.00
Electricity	\$ 12,000.00
Natural Gas	\$ 18,990.00
Water & Sewer	\$ 16,252.00
<b>OPERATING EXPENSE</b>	<b>\$ 328,202.00</b>
CRF Allocation (10%)	\$ 32,820.20
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 361,022.20</b>
*NOTE: Shared Amenities and Common Area Expenses are Allocated Based on Unit Entitlement	
<b>North Tower Unit Entitlement (43% X 311,295.60)</b>	<b>\$ 155,239.55</b>
<b>South Tower Unit Entitlement (57% X 311,295.60)</b>	<b>\$ 205,782.65</b>

**EXHIBIT "F"**

**FINAL ESTIMATED MONTHLY MAINTENANCE FEES PER STRATA LOT**

[See Attached]



**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED INTERIM STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1	TH17	118	\$ 591.55	\$ 26.28	\$ 617.83
2	TH18	116	\$ 581.53	\$ 25.84	\$ 607.37
3	TH19	118	\$ 591.55	\$ 26.28	\$ 617.83
4	101	63	\$ 315.83	\$ 14.03	\$ 329.86
5	102	44	\$ 220.58	\$ 9.80	\$ 230.38
6	103	55	\$ 275.72	\$ 12.25	\$ 287.97
7	104	56	\$ 280.74	\$ 12.47	\$ 293.21
8	201	63	\$ 315.83	\$ 14.03	\$ 329.86
9	202	51	\$ 255.67	\$ 11.36	\$ 267.03
10	203	56	\$ 280.74	\$ 12.47	\$ 293.21
11	204	61	\$ 305.80	\$ 13.59	\$ 319.39
12	301	60	\$ 300.79	\$ 13.37	\$ 314.16
13	302	79	\$ 396.04	\$ 17.60	\$ 413.64
14	303	40	\$ 200.53	\$ 8.91	\$ 209.44
15	304	79	\$ 396.04	\$ 17.60	\$ 413.64
16	305	54	\$ 270.71	\$ 12.03	\$ 282.74
17	306	56	\$ 280.74	\$ 12.47	\$ 293.21
18	307	57	\$ 285.75	\$ 12.70	\$ 298.45
19	308	74	\$ 370.97	\$ 16.48	\$ 387.45
20	309	43	\$ 215.57	\$ 9.58	\$ 225.15
21	310	71	\$ 355.93	\$ 15.82	\$ 371.75
22	311	48	\$ 240.63	\$ 10.69	\$ 251.32
23	312	64	\$ 320.84	\$ 14.26	\$ 335.10
24	401	60	\$ 300.79	\$ 13.37	\$ 314.16
25	402	79	\$ 396.04	\$ 17.60	\$ 413.64
26	403	40	\$ 200.53	\$ 8.91	\$ 209.44
27	404	79	\$ 396.04	\$ 17.60	\$ 413.64
28	405	54	\$ 270.71	\$ 12.03	\$ 282.74
29	406	56	\$ 280.74	\$ 12.47	\$ 293.21
30	407	57	\$ 285.75	\$ 12.70	\$ 298.45
31	408	74	\$ 370.97	\$ 16.48	\$ 387.45
32	409	43	\$ 215.57	\$ 9.58	\$ 225.15
33	410	71	\$ 355.93	\$ 15.82	\$ 371.75
34	411	48	\$ 240.63	\$ 10.69	\$ 251.32
35	412	64	\$ 320.84	\$ 14.26	\$ 335.10
36	501	60	\$ 300.79	\$ 13.37	\$ 314.16
37	502	79	\$ 396.04	\$ 17.60	\$ 413.64
38	503	40	\$ 200.53	\$ 8.91	\$ 209.44
39	504	79	\$ 396.04	\$ 17.60	\$ 413.64
40	505	54	\$ 270.71	\$ 12.03	\$ 282.74
41	506	56	\$ 280.74	\$ 12.47	\$ 293.21
42	507	57	\$ 285.75	\$ 12.70	\$ 298.45
43	508	74	\$ 370.97	\$ 16.48	\$ 387.45

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED INTERIM STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
44	509	43	\$ 215.57	\$ 9.58	\$ 225.15
45	510	71	\$ 355.93	\$ 15.82	\$ 371.75
46	511	48	\$ 240.63	\$ 10.69	\$ 251.32
47	512	64	\$ 320.84	\$ 14.26	\$ 335.10
48	601	60	\$ 300.79	\$ 13.37	\$ 314.16
49	602	79	\$ 396.04	\$ 17.60	\$ 413.64
50	603	40	\$ 200.53	\$ 8.91	\$ 209.44
51	604	79	\$ 396.04	\$ 17.60	\$ 413.64
52	605	54	\$ 270.71	\$ 12.03	\$ 282.74
53	606	56	\$ 280.74	\$ 12.47	\$ 293.21
54	607	57	\$ 285.75	\$ 12.70	\$ 298.45
55	608	74	\$ 370.97	\$ 16.48	\$ 387.45
56	609	43	\$ 215.57	\$ 9.58	\$ 225.15
57	610	71	\$ 355.93	\$ 15.82	\$ 371.75
58	611	48	\$ 240.63	\$ 10.69	\$ 251.32
59	612	64	\$ 320.84	\$ 14.26	\$ 335.10
60	701	60	\$ 300.79	\$ 13.37	\$ 314.16
61	702	79	\$ 396.04	\$ 17.60	\$ 413.64
62	703	40	\$ 200.53	\$ 8.91	\$ 209.44
63	704	79	\$ 396.04	\$ 17.60	\$ 413.64
64	705	54	\$ 270.71	\$ 12.03	\$ 282.74
65	706	56	\$ 280.74	\$ 12.47	\$ 293.21
66	707	57	\$ 285.75	\$ 12.70	\$ 298.45
67	708	74	\$ 370.97	\$ 16.48	\$ 387.45
68	709	43	\$ 215.57	\$ 9.58	\$ 225.15
69	710	71	\$ 355.93	\$ 15.82	\$ 371.75
70	711	48	\$ 240.63	\$ 10.69	\$ 251.32
71	712	64	\$ 320.84	\$ 14.26	\$ 335.10
72	801	60	\$ 300.79	\$ 13.37	\$ 314.16
73	802	79	\$ 396.04	\$ 17.60	\$ 413.64
74	803	40	\$ 200.53	\$ 8.91	\$ 209.44
75	804	79	\$ 396.04	\$ 17.60	\$ 413.64
76	805	54	\$ 270.71	\$ 12.03	\$ 282.74
77	806	56	\$ 280.74	\$ 12.47	\$ 293.21
78	807	57	\$ 285.75	\$ 12.70	\$ 298.45
79	808	74	\$ 370.97	\$ 16.48	\$ 387.45
80	809	43	\$ 215.57	\$ 9.58	\$ 225.15
81	810	71	\$ 355.93	\$ 15.82	\$ 371.75
82	811	48	\$ 240.63	\$ 10.69	\$ 251.32
83	812	64	\$ 320.84	\$ 14.26	\$ 335.10
84	901	60	\$ 300.79	\$ 13.37	\$ 314.16
85	902	79	\$ 396.04	\$ 17.60	\$ 413.64
86	903	40	\$ 200.53	\$ 8.91	\$ 209.44

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED INTERIM STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
87	904	79	\$ 396.04	\$ 17.60	\$ 413.64
88	905	54	\$ 270.71	\$ 12.03	\$ 282.74
89	906	56	\$ 280.74	\$ 12.47	\$ 293.21
90	907	57	\$ 285.75	\$ 12.70	\$ 298.45
91	908	74	\$ 370.97	\$ 16.48	\$ 387.45
92	909	43	\$ 215.57	\$ 9.58	\$ 225.15
93	910	71	\$ 355.93	\$ 15.82	\$ 371.75
94	911	48	\$ 240.63	\$ 10.69	\$ 251.32
95	912	64	\$ 320.84	\$ 14.26	\$ 335.10
96	1001	60	\$ 300.79	\$ 13.37	\$ 314.16
97	1002	79	\$ 396.04	\$ 17.60	\$ 413.64
98	1003	40	\$ 200.53	\$ 8.91	\$ 209.44
99	1004	79	\$ 396.04	\$ 17.60	\$ 413.64
100	1005	54	\$ 270.71	\$ 12.03	\$ 282.74
101	1006	56	\$ 280.74	\$ 12.47	\$ 293.21
102	1007	57	\$ 285.75	\$ 12.70	\$ 298.45
103	1008	74	\$ 370.97	\$ 16.48	\$ 387.45
104	1009	43	\$ 215.57	\$ 9.58	\$ 225.15
105	1010	71	\$ 355.93	\$ 15.82	\$ 371.75
106	1011	48	\$ 240.63	\$ 10.69	\$ 251.32
107	1012	64	\$ 320.84	\$ 14.26	\$ 335.10
108	1101	60	\$ 300.79	\$ 13.37	\$ 314.16
109	1102	79	\$ 396.04	\$ 17.60	\$ 413.64
110	1103	40	\$ 200.53	\$ 8.91	\$ 209.44
111	1104	79	\$ 396.04	\$ 17.60	\$ 413.64
112	1105	54	\$ 270.71	\$ 12.03	\$ 282.74
113	1106	56	\$ 280.74	\$ 12.47	\$ 293.21
114	1107	57	\$ 285.75	\$ 12.70	\$ 298.45
115	1108	74	\$ 370.97	\$ 16.48	\$ 387.45
116	1109	43	\$ 215.57	\$ 9.58	\$ 225.15
117	1110	71	\$ 355.93	\$ 15.82	\$ 371.75
118	1111	48	\$ 240.63	\$ 10.69	\$ 251.32
119	1112	64	\$ 320.84	\$ 14.26	\$ 335.10
120	1201	60	\$ 300.79	\$ 13.37	\$ 314.16
121	1202	79	\$ 396.04	\$ 17.60	\$ 413.64
122	1203	40	\$ 200.53	\$ 8.91	\$ 209.44
123	1204	79	\$ 396.04	\$ 17.60	\$ 413.64
124	1205	54	\$ 270.71	\$ 12.03	\$ 282.74
125	1206	56	\$ 280.74	\$ 12.47	\$ 293.21
126	1207	57	\$ 285.75	\$ 12.70	\$ 298.45
127	1208	74	\$ 370.97	\$ 16.48	\$ 387.45
128	1209	43	\$ 215.57	\$ 9.58	\$ 225.15
129	1210	71	\$ 355.93	\$ 15.82	\$ 371.75

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED INTERIM STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
130	1211	48	\$ 240.63	\$ 10.69	\$ 251.32
131	1212	64	\$ 320.84	\$ 14.26	\$ 335.10
132	1301	60	\$ 300.79	\$ 13.37	\$ 314.16
133	1302	79	\$ 396.04	\$ 17.60	\$ 413.64
134	1303	40	\$ 200.53	\$ 8.91	\$ 209.44
135	1304	79	\$ 396.04	\$ 17.60	\$ 413.64
136	1305	54	\$ 270.71	\$ 12.03	\$ 282.74
137	1306	56	\$ 280.74	\$ 12.47	\$ 293.21
138	1307	57	\$ 285.75	\$ 12.70	\$ 298.45
139	1308	74	\$ 370.97	\$ 16.48	\$ 387.45
140	1309	43	\$ 215.57	\$ 9.58	\$ 225.15
141	1310	71	\$ 355.93	\$ 15.82	\$ 371.75
142	1311	48	\$ 240.63	\$ 10.69	\$ 251.32
143	1312	64	\$ 320.84	\$ 14.26	\$ 335.10
144	1401	60	\$ 300.79	\$ 13.37	\$ 314.16
145	1402	79	\$ 396.04	\$ 17.60	\$ 413.64
146	1403	40	\$ 200.53	\$ 8.91	\$ 209.44
147	1404	79	\$ 396.04	\$ 17.60	\$ 413.64
148	1405	54	\$ 270.71	\$ 12.03	\$ 282.74
149	1406	56	\$ 280.74	\$ 12.47	\$ 293.21
150	1407	57	\$ 285.75	\$ 12.70	\$ 298.45
151	1408	74	\$ 370.97	\$ 16.48	\$ 387.45
152	1409	43	\$ 215.57	\$ 9.58	\$ 225.15
153	1410	71	\$ 355.93	\$ 15.82	\$ 371.75
154	1411	48	\$ 240.63	\$ 10.69	\$ 251.32
155	1412	64	\$ 320.84	\$ 14.26	\$ 335.10
156	1501	60	\$ 300.79	\$ 13.37	\$ 314.16
157	1502	79	\$ 396.04	\$ 17.60	\$ 413.64
158	1503	40	\$ 200.53	\$ 8.91	\$ 209.44
159	1504	79	\$ 396.04	\$ 17.60	\$ 413.64
160	1505	54	\$ 270.71	\$ 12.03	\$ 282.74
161	1506	56	\$ 280.74	\$ 12.47	\$ 293.21
162	1507	57	\$ 285.75	\$ 12.70	\$ 298.45
163	1508	74	\$ 370.97	\$ 16.48	\$ 387.45
164	1509	43	\$ 215.57	\$ 9.58	\$ 225.15
165	1510	71	\$ 355.93	\$ 15.82	\$ 371.75
166	1511	48	\$ 240.63	\$ 10.69	\$ 251.32
167	1512	64	\$ 320.84	\$ 14.26	\$ 335.10
168	1601	60	\$ 300.79	\$ 13.37	\$ 314.16
169	1602	79	\$ 396.04	\$ 17.60	\$ 413.64
170	1603	40	\$ 200.53	\$ 8.91	\$ 209.44
171	1604	79	\$ 396.04	\$ 17.60	\$ 413.64
172	1605	54	\$ 270.71	\$ 12.03	\$ 282.74

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED INTERIM STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
173	1606	56	\$ 280.74	\$ 12.47	\$ 293.21
174	1607	57	\$ 285.75	\$ 12.70	\$ 298.45
175	1608	74	\$ 370.97	\$ 16.48	\$ 387.45
176	1609	43	\$ 215.57	\$ 9.58	\$ 225.15
177	1610	71	\$ 355.93	\$ 15.82	\$ 371.75
178	1611	48	\$ 240.63	\$ 10.69	\$ 251.32
179	1612	64	\$ 320.84	\$ 14.26	\$ 335.10
180	1701	60	\$ 300.79	\$ 13.37	\$ 314.16
181	1702	79	\$ 396.04	\$ 17.60	\$ 413.64
182	1703	40	\$ 200.53	\$ 8.91	\$ 209.44
183	1704	79	\$ 396.04	\$ 17.60	\$ 413.64
184	1705	54	\$ 270.71	\$ 12.03	\$ 282.74
185	1706	56	\$ 280.74	\$ 12.47	\$ 293.21
186	1707	57	\$ 285.75	\$ 12.70	\$ 298.45
187	1708	74	\$ 370.97	\$ 16.48	\$ 387.45
188	1709	43	\$ 215.57	\$ 9.58	\$ 225.15
189	1710	71	\$ 355.93	\$ 15.82	\$ 371.75
190	1711	48	\$ 240.63	\$ 10.69	\$ 251.32
191	1712	64	\$ 320.84	\$ 14.26	\$ 335.10
192	1801	60	\$ 300.79	\$ 13.37	\$ 314.16
193	1802	79	\$ 396.04	\$ 17.60	\$ 413.64
194	1803	40	\$ 200.53	\$ 8.91	\$ 209.44
195	1804	79	\$ 396.04	\$ 17.60	\$ 413.64
196	1805	54	\$ 270.71	\$ 12.03	\$ 282.74
197	1806	56	\$ 280.74	\$ 12.47	\$ 293.21
198	1807	57	\$ 285.75	\$ 12.70	\$ 298.45
199	1808	74	\$ 370.97	\$ 16.48	\$ 387.45
200	1809	43	\$ 215.57	\$ 9.58	\$ 225.15
201	1810	71	\$ 355.93	\$ 15.82	\$ 371.75
202	1811	48	\$ 240.63	\$ 10.69	\$ 251.32
203	1812	64	\$ 320.84	\$ 14.26	\$ 335.10
204	1901	60	\$ 300.79	\$ 13.37	\$ 314.16
205	1902	79	\$ 396.04	\$ 17.60	\$ 413.64
206	1903	40	\$ 200.53	\$ 8.91	\$ 209.44
207	1904	79	\$ 396.04	\$ 17.60	\$ 413.64
208	1905	54	\$ 270.71	\$ 12.03	\$ 282.74
209	1906	56	\$ 280.74	\$ 12.47	\$ 293.21
210	1907	57	\$ 285.75	\$ 12.70	\$ 298.45
211	1908	74	\$ 370.97	\$ 16.48	\$ 387.45
212	1909	43	\$ 215.57	\$ 9.58	\$ 225.15
213	1910	71	\$ 355.93	\$ 15.82	\$ 371.75
214	1911	48	\$ 240.63	\$ 10.69	\$ 251.32
215	1912	64	\$ 320.84	\$ 14.26	\$ 335.10

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED INTERIM STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
216	2001	60	\$ 300.79	\$ 13.37	\$ 314.16
217	2002	79	\$ 396.04	\$ 17.60	\$ 413.64
218	2003	40	\$ 200.53	\$ 8.91	\$ 209.44
219	2004	79	\$ 396.04	\$ 17.60	\$ 413.64
220	2005	54	\$ 270.71	\$ 12.03	\$ 282.74
221	2006	56	\$ 280.74	\$ 12.47	\$ 293.21
222	2007	57	\$ 285.75	\$ 12.70	\$ 298.45
223	2008	74	\$ 370.97	\$ 16.48	\$ 387.45
224	2009	43	\$ 215.57	\$ 9.58	\$ 225.15
225	2010	71	\$ 355.93	\$ 15.82	\$ 371.75
226	2011	48	\$ 240.63	\$ 10.69	\$ 251.32
227	2012	64	\$ 320.84	\$ 14.26	\$ 335.10
228	2101	60	\$ 300.79	\$ 13.37	\$ 314.16
229	2102	79	\$ 396.04	\$ 17.60	\$ 413.64
230	2103	40	\$ 200.53	\$ 8.91	\$ 209.44
231	2104	79	\$ 396.04	\$ 17.60	\$ 413.64
232	2105	54	\$ 270.71	\$ 12.03	\$ 282.74
233	2106	56	\$ 280.74	\$ 12.47	\$ 293.21
234	2107	57	\$ 285.75	\$ 12.70	\$ 298.45
235	2108	74	\$ 370.97	\$ 16.48	\$ 387.45
236	2109	43	\$ 215.57	\$ 9.58	\$ 225.15
237	2110	71	\$ 355.93	\$ 15.82	\$ 371.75
238	2111	48	\$ 240.63	\$ 10.69	\$ 251.32
239	2112	64	\$ 320.84	\$ 14.26	\$ 335.10
240	2201	60	\$ 300.79	\$ 13.37	\$ 314.16
241	2202	79	\$ 396.04	\$ 17.60	\$ 413.64
242	2203	40	\$ 200.53	\$ 8.91	\$ 209.44
243	2204	79	\$ 396.04	\$ 17.60	\$ 413.64
244	2205	54	\$ 270.71	\$ 12.03	\$ 282.74
245	2206	56	\$ 280.74	\$ 12.47	\$ 293.21
246	2207	57	\$ 285.75	\$ 12.70	\$ 298.45
247	2208	74	\$ 370.97	\$ 16.48	\$ 387.45
248	2209	43	\$ 215.57	\$ 9.58	\$ 225.15
249	2210	71	\$ 355.93	\$ 15.82	\$ 371.75
250	2211	48	\$ 240.63	\$ 10.69	\$ 251.32
251	2212	64	\$ 320.84	\$ 14.26	\$ 335.10
252	2301	60	\$ 300.79	\$ 13.37	\$ 314.16
253	2302	79	\$ 396.04	\$ 17.60	\$ 413.64
254	2303	40	\$ 200.53	\$ 8.91	\$ 209.44
255	2304	79	\$ 396.04	\$ 17.60	\$ 413.64
256	2305	54	\$ 270.71	\$ 12.03	\$ 282.74
257	2306	56	\$ 280.74	\$ 12.47	\$ 293.21
258	2307	57	\$ 285.75	\$ 12.70	\$ 298.45

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED INTERIM STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
259	2308	74	\$ 370.97	\$ 16.48	\$ 387.45
260	2309	43	\$ 215.57	\$ 9.58	\$ 225.15
261	2310	71	\$ 355.93	\$ 15.82	\$ 371.75
262	2311	48	\$ 240.63	\$ 10.69	\$ 251.32
263	2312	64	\$ 320.84	\$ 14.26	\$ 335.10
264	2401	60	\$ 300.79	\$ 13.37	\$ 314.16
265	2402	79	\$ 396.04	\$ 17.60	\$ 413.64
266	2403	40	\$ 200.53	\$ 8.91	\$ 209.44
267	2404	79	\$ 396.04	\$ 17.60	\$ 413.64
268	2405	54	\$ 270.71	\$ 12.03	\$ 282.74
269	2406	56	\$ 280.74	\$ 12.47	\$ 293.21
270	2407	57	\$ 285.75	\$ 12.70	\$ 298.45
271	2408	74	\$ 370.97	\$ 16.48	\$ 387.45
272	2409	43	\$ 215.57	\$ 9.58	\$ 225.15
273	2410	71	\$ 355.93	\$ 15.82	\$ 371.75
274	2411	48	\$ 240.63	\$ 10.69	\$ 251.32
275	2412	64	\$ 320.84	\$ 14.26	\$ 335.10
276	2501	60	\$ 300.79	\$ 13.37	\$ 314.16
277	2502	79	\$ 396.04	\$ 17.60	\$ 413.64
278	2503	40	\$ 200.53	\$ 8.91	\$ 209.44
279	2504	79	\$ 396.04	\$ 17.60	\$ 413.64
280	2505	54	\$ 270.71	\$ 12.03	\$ 282.74
281	2506	56	\$ 280.74	\$ 12.47	\$ 293.21
282	2507	57	\$ 285.75	\$ 12.70	\$ 298.45
283	2508	74	\$ 370.97	\$ 16.48	\$ 387.45
284	2509	43	\$ 215.57	\$ 9.58	\$ 225.15
285	2510	71	\$ 355.93	\$ 15.82	\$ 371.75
286	2511	48	\$ 240.63	\$ 10.69	\$ 251.32
287	2512	64	\$ 320.84	\$ 14.26	\$ 335.10
288	2601	60	\$ 300.79	\$ 13.37	\$ 314.16
289	2602	79	\$ 396.04	\$ 17.60	\$ 413.64
290	2603	40	\$ 200.53	\$ 8.91	\$ 209.44
291	2604	79	\$ 396.04	\$ 17.60	\$ 413.64
292	2605	54	\$ 270.71	\$ 12.03	\$ 282.74
293	2606	56	\$ 280.74	\$ 12.47	\$ 293.21
294	2607	57	\$ 285.75	\$ 12.70	\$ 298.45
295	2608	74	\$ 370.97	\$ 16.48	\$ 387.45
296	2609	43	\$ 215.57	\$ 9.58	\$ 225.15
297	2610	71	\$ 355.93	\$ 15.82	\$ 371.75
298	2611	48	\$ 240.63	\$ 10.69	\$ 251.32
299	2612	64	\$ 320.84	\$ 14.26	\$ 335.10
300	2701	68	\$ 340.90	\$ 15.15	\$ 356.05
301	2702	58	\$ 290.76	\$ 12.92	\$ 303.68

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
 PROPOSED INTERIM STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
302	2703	56	\$ 280.74	\$ 12.47	\$ 293.21
303	2704	56	\$ 280.74	\$ 12.47	\$ 293.21
304	2705	74	\$ 370.97	\$ 16.48	\$ 387.45
305	2706	43	\$ 215.57	\$ 9.58	\$ 225.15
306	2707	71	\$ 355.93	\$ 15.82	\$ 371.75
307	2708	48	\$ 240.63	\$ 10.69	\$ 251.32
308	2709	64	\$ 320.84	\$ 14.26	\$ 335.10
309	2801	68	\$ 340.90	\$ 15.15	\$ 356.05
310	2802	58	\$ 290.76	\$ 12.92	\$ 303.68
311	2803	56	\$ 280.74	\$ 12.47	\$ 293.21
312	2804	56	\$ 280.74	\$ 12.47	\$ 293.21
313	2805	74	\$ 370.97	\$ 16.48	\$ 387.45
314	2806	43	\$ 215.57	\$ 9.58	\$ 225.15
315	2807	71	\$ 355.93	\$ 15.82	\$ 371.75
316	2808	48	\$ 240.63	\$ 10.69	\$ 251.32
317	2809	64	\$ 320.84	\$ 14.26	\$ 335.10
318	TH16	154	\$ 772.03	\$ 34.30	\$ 806.33
319	TH15	138	\$ 691.82	\$ 30.74	\$ 722.56
320	TH14	138	\$ 691.82	\$ 30.74	\$ 722.56
321	TH13	138	\$ 691.82	\$ 30.74	\$ 722.56
322	TH12	138	\$ 691.82	\$ 30.74	\$ 722.56
<b>Total</b>		<b>19983</b>	<b>\$100,177.97</b>	<b>\$4,451.58</b>	<b>\$104,629.55</b>
<b>Annual Totals</b>			<b>\$ 1,202,135.64</b>	<b>\$ 53,418.96</b>	<b>\$ 1,255,554.60</b>



**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED 1st ANNUAL STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
1	TH17	118	\$ 697.33	\$ 63.15	\$ 760.48
2	TH18	116	\$ 685.51	\$ 62.08	\$ 747.59
3	TH19	118	\$ 697.33	\$ 63.15	\$ 760.48
4	101	63	\$ 372.30	\$ 33.71	\$ 406.01
5	102	44	\$ 260.02	\$ 23.55	\$ 283.57
6	103	55	\$ 325.03	\$ 29.43	\$ 354.46
7	104	56	\$ 330.94	\$ 29.97	\$ 360.91
8	201	63	\$ 372.30	\$ 33.71	\$ 406.01
9	202	51	\$ 301.39	\$ 27.29	\$ 328.68
10	203	56	\$ 330.94	\$ 29.97	\$ 360.91
11	204	61	\$ 360.49	\$ 32.64	\$ 393.13
12	301	60	\$ 354.58	\$ 32.11	\$ 386.69
13	302	79	\$ 466.86	\$ 42.28	\$ 509.14
14	303	40	\$ 236.38	\$ 21.41	\$ 257.79
15	304	79	\$ 466.86	\$ 42.28	\$ 509.14
16	305	54	\$ 319.12	\$ 28.90	\$ 348.02
17	306	56	\$ 330.94	\$ 29.97	\$ 360.91
18	307	57	\$ 336.85	\$ 30.50	\$ 367.35
19	308	74	\$ 437.31	\$ 39.60	\$ 476.91
20	309	43	\$ 254.11	\$ 23.01	\$ 277.12
21	310	71	\$ 419.58	\$ 38.00	\$ 457.58
22	311	48	\$ 283.66	\$ 25.69	\$ 309.35
23	312	64	\$ 378.21	\$ 34.25	\$ 412.46
24	401	60	\$ 354.58	\$ 32.11	\$ 386.69
25	402	79	\$ 466.86	\$ 42.28	\$ 509.14
26	403	40	\$ 236.38	\$ 21.41	\$ 257.79
27	404	79	\$ 466.86	\$ 42.28	\$ 509.14
28	405	54	\$ 319.12	\$ 28.90	\$ 348.02
29	406	56	\$ 330.94	\$ 29.97	\$ 360.91
30	407	57	\$ 336.85	\$ 30.50	\$ 367.35
31	408	74	\$ 437.31	\$ 39.60	\$ 476.91
32	409	43	\$ 254.11	\$ 23.01	\$ 277.12
33	410	71	\$ 419.58	\$ 38.00	\$ 457.58
34	411	48	\$ 283.66	\$ 25.69	\$ 309.35
35	412	64	\$ 378.21	\$ 34.25	\$ 412.46
36	501	60	\$ 354.58	\$ 32.11	\$ 386.69
37	502	79	\$ 466.86	\$ 42.28	\$ 509.14
38	503	40	\$ 236.38	\$ 21.41	\$ 257.79
39	504	79	\$ 466.86	\$ 42.28	\$ 509.14
40	505	54	\$ 319.12	\$ 28.90	\$ 348.02
41	506	56	\$ 330.94	\$ 29.97	\$ 360.91
42	507	57	\$ 336.85	\$ 30.50	\$ 367.35
43	508	74	\$ 437.31	\$ 39.60	\$ 476.91

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED 1st ANNUAL STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
44	509	43	\$ 254.11	\$ 23.01	\$ 277.12
45	510	71	\$ 419.58	\$ 38.00	\$ 457.58
46	511	48	\$ 283.66	\$ 25.69	\$ 309.35
47	512	64	\$ 378.21	\$ 34.25	\$ 412.46
48	601	60	\$ 354.58	\$ 32.11	\$ 386.69
49	602	79	\$ 466.86	\$ 42.28	\$ 509.14
50	603	40	\$ 236.38	\$ 21.41	\$ 257.79
51	604	79	\$ 466.86	\$ 42.28	\$ 509.14
52	605	54	\$ 319.12	\$ 28.90	\$ 348.02
53	606	56	\$ 330.94	\$ 29.97	\$ 360.91
54	607	57	\$ 336.85	\$ 30.50	\$ 367.35
55	608	74	\$ 437.31	\$ 39.60	\$ 476.91
56	609	43	\$ 254.11	\$ 23.01	\$ 277.12
57	610	71	\$ 419.58	\$ 38.00	\$ 457.58
58	611	48	\$ 283.66	\$ 25.69	\$ 309.35
59	612	64	\$ 378.21	\$ 34.25	\$ 412.46
60	701	60	\$ 354.58	\$ 32.11	\$ 386.69
61	702	79	\$ 466.86	\$ 42.28	\$ 509.14
62	703	40	\$ 236.38	\$ 21.41	\$ 257.79
63	704	79	\$ 466.86	\$ 42.28	\$ 509.14
64	705	54	\$ 319.12	\$ 28.90	\$ 348.02
65	706	56	\$ 330.94	\$ 29.97	\$ 360.91
66	707	57	\$ 336.85	\$ 30.50	\$ 367.35
67	708	74	\$ 437.31	\$ 39.60	\$ 476.91
68	709	43	\$ 254.11	\$ 23.01	\$ 277.12
69	710	71	\$ 419.58	\$ 38.00	\$ 457.58
70	711	48	\$ 283.66	\$ 25.69	\$ 309.35
71	712	64	\$ 378.21	\$ 34.25	\$ 412.46
72	801	60	\$ 354.58	\$ 32.11	\$ 386.69
73	802	79	\$ 466.86	\$ 42.28	\$ 509.14
74	803	40	\$ 236.38	\$ 21.41	\$ 257.79
75	804	79	\$ 466.86	\$ 42.28	\$ 509.14
76	805	54	\$ 319.12	\$ 28.90	\$ 348.02
77	806	56	\$ 330.94	\$ 29.97	\$ 360.91
78	807	57	\$ 336.85	\$ 30.50	\$ 367.35
79	808	74	\$ 437.31	\$ 39.60	\$ 476.91
80	809	43	\$ 254.11	\$ 23.01	\$ 277.12
81	810	71	\$ 419.58	\$ 38.00	\$ 457.58
82	811	48	\$ 283.66	\$ 25.69	\$ 309.35
83	812	64	\$ 378.21	\$ 34.25	\$ 412.46
84	901	60	\$ 354.58	\$ 32.11	\$ 386.69
85	902	79	\$ 466.86	\$ 42.28	\$ 509.14
86	903	40	\$ 236.38	\$ 21.41	\$ 257.79

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED 1st ANNUAL STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
87	904	79	\$ 466.86	\$ 42.28	\$ 509.14
88	905	54	\$ 319.12	\$ 28.90	\$ 348.02
89	906	56	\$ 330.94	\$ 29.97	\$ 360.91
90	907	57	\$ 336.85	\$ 30.50	\$ 367.35
91	908	74	\$ 437.31	\$ 39.60	\$ 476.91
92	909	43	\$ 254.11	\$ 23.01	\$ 277.12
93	910	71	\$ 419.58	\$ 38.00	\$ 457.58
94	911	48	\$ 283.66	\$ 25.69	\$ 309.35
95	912	64	\$ 378.21	\$ 34.25	\$ 412.46
96	1001	60	\$ 354.58	\$ 32.11	\$ 386.69
97	1002	79	\$ 466.86	\$ 42.28	\$ 509.14
98	1003	40	\$ 236.38	\$ 21.41	\$ 257.79
99	1004	79	\$ 466.86	\$ 42.28	\$ 509.14
100	1005	54	\$ 319.12	\$ 28.90	\$ 348.02
101	1006	56	\$ 330.94	\$ 29.97	\$ 360.91
102	1007	57	\$ 336.85	\$ 30.50	\$ 367.35
103	1008	74	\$ 437.31	\$ 39.60	\$ 476.91
104	1009	43	\$ 254.11	\$ 23.01	\$ 277.12
105	1010	71	\$ 419.58	\$ 38.00	\$ 457.58
106	1011	48	\$ 283.66	\$ 25.69	\$ 309.35
107	1012	64	\$ 378.21	\$ 34.25	\$ 412.46
108	1101	60	\$ 354.58	\$ 32.11	\$ 386.69
109	1102	79	\$ 466.86	\$ 42.28	\$ 509.14
110	1103	40	\$ 236.38	\$ 21.41	\$ 257.79
111	1104	79	\$ 466.86	\$ 42.28	\$ 509.14
112	1105	54	\$ 319.12	\$ 28.90	\$ 348.02
113	1106	56	\$ 330.94	\$ 29.97	\$ 360.91
114	1107	57	\$ 336.85	\$ 30.50	\$ 367.35
115	1108	74	\$ 437.31	\$ 39.60	\$ 476.91
116	1109	43	\$ 254.11	\$ 23.01	\$ 277.12
117	1110	71	\$ 419.58	\$ 38.00	\$ 457.58
118	1111	48	\$ 283.66	\$ 25.69	\$ 309.35
119	1112	64	\$ 378.21	\$ 34.25	\$ 412.46
120	1201	60	\$ 354.58	\$ 32.11	\$ 386.69
121	1202	79	\$ 466.86	\$ 42.28	\$ 509.14
122	1203	40	\$ 236.38	\$ 21.41	\$ 257.79
123	1204	79	\$ 466.86	\$ 42.28	\$ 509.14
124	1205	54	\$ 319.12	\$ 28.90	\$ 348.02
125	1206	56	\$ 330.94	\$ 29.97	\$ 360.91
126	1207	57	\$ 336.85	\$ 30.50	\$ 367.35
127	1208	74	\$ 437.31	\$ 39.60	\$ 476.91
128	1209	43	\$ 254.11	\$ 23.01	\$ 277.12
129	1210	71	\$ 419.58	\$ 38.00	\$ 457.58

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED 1st ANNUAL STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
130	1211	48	\$ 283.66	\$ 25.69	\$ 309.35
131	1212	64	\$ 378.21	\$ 34.25	\$ 412.46
132	1301	60	\$ 354.58	\$ 32.11	\$ 386.69
133	1302	79	\$ 466.86	\$ 42.28	\$ 509.14
134	1303	40	\$ 236.38	\$ 21.41	\$ 257.79
135	1304	79	\$ 466.86	\$ 42.28	\$ 509.14
136	1305	54	\$ 319.12	\$ 28.90	\$ 348.02
137	1306	56	\$ 330.94	\$ 29.97	\$ 360.91
138	1307	57	\$ 336.85	\$ 30.50	\$ 367.35
139	1308	74	\$ 437.31	\$ 39.60	\$ 476.91
140	1309	43	\$ 254.11	\$ 23.01	\$ 277.12
141	1310	71	\$ 419.58	\$ 38.00	\$ 457.58
142	1311	48	\$ 283.66	\$ 25.69	\$ 309.35
143	1312	64	\$ 378.21	\$ 34.25	\$ 412.46
144	1401	60	\$ 354.58	\$ 32.11	\$ 386.69
145	1402	79	\$ 466.86	\$ 42.28	\$ 509.14
146	1403	40	\$ 236.38	\$ 21.41	\$ 257.79
147	1404	79	\$ 466.86	\$ 42.28	\$ 509.14
148	1405	54	\$ 319.12	\$ 28.90	\$ 348.02
149	1406	56	\$ 330.94	\$ 29.97	\$ 360.91
150	1407	57	\$ 336.85	\$ 30.50	\$ 367.35
151	1408	74	\$ 437.31	\$ 39.60	\$ 476.91
152	1409	43	\$ 254.11	\$ 23.01	\$ 277.12
153	1410	71	\$ 419.58	\$ 38.00	\$ 457.58
154	1411	48	\$ 283.66	\$ 25.69	\$ 309.35
155	1412	64	\$ 378.21	\$ 34.25	\$ 412.46
156	1501	60	\$ 354.58	\$ 32.11	\$ 386.69
157	1502	79	\$ 466.86	\$ 42.28	\$ 509.14
158	1503	40	\$ 236.38	\$ 21.41	\$ 257.79
159	1504	79	\$ 466.86	\$ 42.28	\$ 509.14
160	1505	54	\$ 319.12	\$ 28.90	\$ 348.02
161	1506	56	\$ 330.94	\$ 29.97	\$ 360.91
162	1507	57	\$ 336.85	\$ 30.50	\$ 367.35
163	1508	74	\$ 437.31	\$ 39.60	\$ 476.91
164	1509	43	\$ 254.11	\$ 23.01	\$ 277.12
165	1510	71	\$ 419.58	\$ 38.00	\$ 457.58
166	1511	48	\$ 283.66	\$ 25.69	\$ 309.35
167	1512	64	\$ 378.21	\$ 34.25	\$ 412.46
168	1601	60	\$ 354.58	\$ 32.11	\$ 386.69
169	1602	79	\$ 466.86	\$ 42.28	\$ 509.14
170	1603	40	\$ 236.38	\$ 21.41	\$ 257.79
171	1604	79	\$ 466.86	\$ 42.28	\$ 509.14
172	1605	54	\$ 319.12	\$ 28.90	\$ 348.02

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED 1st ANNUAL STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
173	1606	56	\$ 330.94	\$ 29.97	\$ 360.91
174	1607	57	\$ 336.85	\$ 30.50	\$ 367.35
175	1608	74	\$ 437.31	\$ 39.60	\$ 476.91
176	1609	43	\$ 254.11	\$ 23.01	\$ 277.12
177	1610	71	\$ 419.58	\$ 38.00	\$ 457.58
178	1611	48	\$ 283.66	\$ 25.69	\$ 309.35
179	1612	64	\$ 378.21	\$ 34.25	\$ 412.46
180	1701	60	\$ 354.58	\$ 32.11	\$ 386.69
181	1702	79	\$ 466.86	\$ 42.28	\$ 509.14
182	1703	40	\$ 236.38	\$ 21.41	\$ 257.79
183	1704	79	\$ 466.86	\$ 42.28	\$ 509.14
184	1705	54	\$ 319.12	\$ 28.90	\$ 348.02
185	1706	56	\$ 330.94	\$ 29.97	\$ 360.91
186	1707	57	\$ 336.85	\$ 30.50	\$ 367.35
187	1708	74	\$ 437.31	\$ 39.60	\$ 476.91
188	1709	43	\$ 254.11	\$ 23.01	\$ 277.12
189	1710	71	\$ 419.58	\$ 38.00	\$ 457.58
190	1711	48	\$ 283.66	\$ 25.69	\$ 309.35
191	1712	64	\$ 378.21	\$ 34.25	\$ 412.46
192	1801	60	\$ 354.58	\$ 32.11	\$ 386.69
193	1802	79	\$ 466.86	\$ 42.28	\$ 509.14
194	1803	40	\$ 236.38	\$ 21.41	\$ 257.79
195	1804	79	\$ 466.86	\$ 42.28	\$ 509.14
196	1805	54	\$ 319.12	\$ 28.90	\$ 348.02
197	1806	56	\$ 330.94	\$ 29.97	\$ 360.91
198	1807	57	\$ 336.85	\$ 30.50	\$ 367.35
199	1808	74	\$ 437.31	\$ 39.60	\$ 476.91
200	1809	43	\$ 254.11	\$ 23.01	\$ 277.12
201	1810	71	\$ 419.58	\$ 38.00	\$ 457.58
202	1811	48	\$ 283.66	\$ 25.69	\$ 309.35
203	1812	64	\$ 378.21	\$ 34.25	\$ 412.46
204	1901	60	\$ 354.58	\$ 32.11	\$ 386.69
205	1902	79	\$ 466.86	\$ 42.28	\$ 509.14
206	1903	40	\$ 236.38	\$ 21.41	\$ 257.79
207	1904	79	\$ 466.86	\$ 42.28	\$ 509.14
208	1905	54	\$ 319.12	\$ 28.90	\$ 348.02
209	1906	56	\$ 330.94	\$ 29.97	\$ 360.91
210	1907	57	\$ 336.85	\$ 30.50	\$ 367.35
211	1908	74	\$ 437.31	\$ 39.60	\$ 476.91
212	1909	43	\$ 254.11	\$ 23.01	\$ 277.12
213	1910	71	\$ 419.58	\$ 38.00	\$ 457.58
214	1911	48	\$ 283.66	\$ 25.69	\$ 309.35
215	1912	64	\$ 378.21	\$ 34.25	\$ 412.46

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED 1st ANNUAL STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
216	2001	60	\$ 354.58	\$ 32.11	\$ 386.69
217	2002	79	\$ 466.86	\$ 42.28	\$ 509.14
218	2003	40	\$ 236.38	\$ 21.41	\$ 257.79
219	2004	79	\$ 466.86	\$ 42.28	\$ 509.14
220	2005	54	\$ 319.12	\$ 28.90	\$ 348.02
221	2006	56	\$ 330.94	\$ 29.97	\$ 360.91
222	2007	57	\$ 336.85	\$ 30.50	\$ 367.35
223	2008	74	\$ 437.31	\$ 39.60	\$ 476.91
224	2009	43	\$ 254.11	\$ 23.01	\$ 277.12
225	2010	71	\$ 419.58	\$ 38.00	\$ 457.58
226	2011	48	\$ 283.66	\$ 25.69	\$ 309.35
227	2012	64	\$ 378.21	\$ 34.25	\$ 412.46
228	2101	60	\$ 354.58	\$ 32.11	\$ 386.69
229	2102	79	\$ 466.86	\$ 42.28	\$ 509.14
230	2103	40	\$ 236.38	\$ 21.41	\$ 257.79
231	2104	79	\$ 466.86	\$ 42.28	\$ 509.14
232	2105	54	\$ 319.12	\$ 28.90	\$ 348.02
233	2106	56	\$ 330.94	\$ 29.97	\$ 360.91
234	2107	57	\$ 336.85	\$ 30.50	\$ 367.35
235	2108	74	\$ 437.31	\$ 39.60	\$ 476.91
236	2109	43	\$ 254.11	\$ 23.01	\$ 277.12
237	2110	71	\$ 419.58	\$ 38.00	\$ 457.58
238	2111	48	\$ 283.66	\$ 25.69	\$ 309.35
239	2112	64	\$ 378.21	\$ 34.25	\$ 412.46
240	2201	60	\$ 354.58	\$ 32.11	\$ 386.69
241	2202	79	\$ 466.86	\$ 42.28	\$ 509.14
242	2203	40	\$ 236.38	\$ 21.41	\$ 257.79
243	2204	79	\$ 466.86	\$ 42.28	\$ 509.14
244	2205	54	\$ 319.12	\$ 28.90	\$ 348.02
245	2206	56	\$ 330.94	\$ 29.97	\$ 360.91
246	2207	57	\$ 336.85	\$ 30.50	\$ 367.35
247	2208	74	\$ 437.31	\$ 39.60	\$ 476.91
248	2209	43	\$ 254.11	\$ 23.01	\$ 277.12
249	2210	71	\$ 419.58	\$ 38.00	\$ 457.58
250	2211	48	\$ 283.66	\$ 25.69	\$ 309.35
251	2212	64	\$ 378.21	\$ 34.25	\$ 412.46
252	2301	60	\$ 354.58	\$ 32.11	\$ 386.69
253	2302	79	\$ 466.86	\$ 42.28	\$ 509.14
254	2303	40	\$ 236.38	\$ 21.41	\$ 257.79
255	2304	79	\$ 466.86	\$ 42.28	\$ 509.14
256	2305	54	\$ 319.12	\$ 28.90	\$ 348.02
257	2306	56	\$ 330.94	\$ 29.97	\$ 360.91
258	2307	57	\$ 336.85	\$ 30.50	\$ 367.35

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
PROPOSED 1st ANNUAL STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
259	2308	74	\$ 437.31	\$ 39.60	\$ 476.91
260	2309	43	\$ 254.11	\$ 23.01	\$ 277.12
261	2310	71	\$ 419.58	\$ 38.00	\$ 457.58
262	2311	48	\$ 283.66	\$ 25.69	\$ 309.35
263	2312	64	\$ 378.21	\$ 34.25	\$ 412.46
264	2401	60	\$ 354.58	\$ 32.11	\$ 386.69
265	2402	79	\$ 466.86	\$ 42.28	\$ 509.14
266	2403	40	\$ 236.38	\$ 21.41	\$ 257.79
267	2404	79	\$ 466.86	\$ 42.28	\$ 509.14
268	2405	54	\$ 319.12	\$ 28.90	\$ 348.02
269	2406	56	\$ 330.94	\$ 29.97	\$ 360.91
270	2407	57	\$ 336.85	\$ 30.50	\$ 367.35
271	2408	74	\$ 437.31	\$ 39.60	\$ 476.91
272	2409	43	\$ 254.11	\$ 23.01	\$ 277.12
273	2410	71	\$ 419.58	\$ 38.00	\$ 457.58
274	2411	48	\$ 283.66	\$ 25.69	\$ 309.35
275	2412	64	\$ 378.21	\$ 34.25	\$ 412.46
276	2501	60	\$ 354.58	\$ 32.11	\$ 386.69
277	2502	79	\$ 466.86	\$ 42.28	\$ 509.14
278	2503	40	\$ 236.38	\$ 21.41	\$ 257.79
279	2504	79	\$ 466.86	\$ 42.28	\$ 509.14
280	2505	54	\$ 319.12	\$ 28.90	\$ 348.02
281	2506	56	\$ 330.94	\$ 29.97	\$ 360.91
282	2507	57	\$ 336.85	\$ 30.50	\$ 367.35
283	2508	74	\$ 437.31	\$ 39.60	\$ 476.91
284	2509	43	\$ 254.11	\$ 23.01	\$ 277.12
285	2510	71	\$ 419.58	\$ 38.00	\$ 457.58
286	2511	48	\$ 283.66	\$ 25.69	\$ 309.35
287	2512	64	\$ 378.21	\$ 34.25	\$ 412.46
288	2601	60	\$ 354.58	\$ 32.11	\$ 386.69
289	2602	79	\$ 466.86	\$ 42.28	\$ 509.14
290	2603	40	\$ 236.38	\$ 21.41	\$ 257.79
291	2604	79	\$ 466.86	\$ 42.28	\$ 509.14
292	2605	54	\$ 319.12	\$ 28.90	\$ 348.02
293	2606	56	\$ 330.94	\$ 29.97	\$ 360.91
294	2607	57	\$ 336.85	\$ 30.50	\$ 367.35
295	2608	74	\$ 437.31	\$ 39.60	\$ 476.91
296	2609	43	\$ 254.11	\$ 23.01	\$ 277.12
297	2610	71	\$ 419.58	\$ 38.00	\$ 457.58
298	2611	48	\$ 283.66	\$ 25.69	\$ 309.35
299	2612	64	\$ 378.21	\$ 34.25	\$ 412.46
300	2701	68	\$ 401.85	\$ 36.39	\$ 438.24
301	2702	58	\$ 342.76	\$ 31.04	\$ 373.80

**UNIVERSITY DISTRICT NORTH**  
**NORTH TOWER**  
 PROPOSED 1st ANNUAL STRATA FEES

Strata Lot No.	Unit	Unit Entitlement	Operating Expenses	Contingency	Total Monthly Strata Fee
302	2703	56	\$ 330.94	\$ 29.97	\$ 360.91
303	2704	56	\$ 330.94	\$ 29.97	\$ 360.91
304	2705	74	\$ 437.31	\$ 39.60	\$ 476.91
305	2706	43	\$ 254.11	\$ 23.01	\$ 277.12
306	2707	71	\$ 419.58	\$ 38.00	\$ 457.58
307	2708	48	\$ 283.66	\$ 25.69	\$ 309.35
308	2709	64	\$ 378.21	\$ 34.25	\$ 412.46
309	2801	68	\$ 401.85	\$ 36.39	\$ 438.24
310	2802	58	\$ 342.76	\$ 31.04	\$ 373.80
311	2803	56	\$ 330.94	\$ 29.97	\$ 360.91
312	2804	56	\$ 330.94	\$ 29.97	\$ 360.91
313	2805	74	\$ 437.31	\$ 39.60	\$ 476.91
314	2806	43	\$ 254.11	\$ 23.01	\$ 277.12
315	2807	71	\$ 419.58	\$ 38.00	\$ 457.58
316	2808	48	\$ 283.66	\$ 25.69	\$ 309.35
317	2809	64	\$ 378.21	\$ 34.25	\$ 412.46
318	TH16	154	\$ 910.08	\$ 82.41	\$ 992.49
319	TH15	138	\$ 815.52	\$ 73.85	\$ 889.37
320	TH14	138	\$ 815.52	\$ 73.85	\$ 889.37
321	TH13	138	\$ 815.52	\$ 73.85	\$ 889.37
322	TH12	138	\$ 815.52	\$ 73.85	\$ 889.37
<b>Total</b>		<b>19983</b>	<b>\$118,091.50</b>	<b>\$10,694.30</b>	<b>\$128,785.80</b>
<b>Annual Totals</b>			<b>\$ 1,417,098.00</b>	<b>\$ 128,331.60</b>	<b>\$ 1,545,429.60</b>



**EXHIBIT "G"**

**FILED FORM Y (OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS)**

[See Attached]

1. Contact

Document Fees: \$31.27

**Andrea Hang, Legal Administrative Assistant, BOSA  
PROPERTIES INC.  
1201 - 838 West Hastings Street  
Vancouver BC V6C 0A6  
6042991363**

UD North | Form Y Owners Developers' Notice of Different Bylaws

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-Y Owners Developers' Notice of Different Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**EPS7718**

**THE OWNERS, STRATA PLAN EPS7718**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Robyn Alexis  
Miles I23K2S**

Digitally signed by  
Robyn Alexis Miles I23K2S  
Date: 2023-08-02  
00:15:26 -07:00

**Strata Property Act**

**PROPOSED FORM Y**

**OWNER DEVELOPER'S NOTICE OF DIFFERENT BY-LAWS**  
(Section 245 (d), Regulations section 14.6(2))

Re: Strata Plan EPS 7718, being a strata plan of:

Parcel Identifier:

030-861-918

Legal Description:

Lot A Section 22 Block 5 North Range 2 West  
New Westminster District Plan EPP79101

The following or attached by-laws differ from the Standard Bylaws to the *Strata Property Act* (British Columbia), as permitted by section 120 of the Act:


**See the bylaws attached as Schedule A which differ from the  
Standard Bylaws to *Strata Property Act***

Date: August 2, 2023

**Owner Developer**

**BLUESKY PROPERTIES (UD LANDS) INC.**

by its authorized signatory

By:   
Authorized Signatory

## SCHEDULE A

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### UNIVERSITY DISTRICT NORTH

The Standard Bylaws attached to the *Strata Property Act* (the “**Act**”) are amended by:

1. adding the following subsection to Bylaw 2:
  - “(3) An owner must: (a) maintain the heat pump unit located within an owner’s strata lot in accordance with the manufacturer’s recommended maintenance schedule for each such unit, or as otherwise required by the strata corporation, and (b) repair and replace such unit(s) as and when necessary, from time to time.”;
  
2. deleting Bylaw 3(4) thereof and substituting the following therefor:
  - “(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following (unless a special permit is obtained from the strata corporation):
    - (a) a reasonable number of fish or other small aquarium animals;
    - (b) a reasonable number of small caged animals;
    - (c) up to two caged birds;
    - (d) up to two dogs; and
    - (e) up to two cats.”;
  
3. adding the following subsections to Bylaw 3:
  - “(5) The pet owners will be fully responsible for the behaviour of their pets within the development. Owners must inform their visitors and tenants about the bylaws and any other rules concerning pets. Owners, tenants and occupants will be responsible for clean-up and repair of any damage and mess to the common property caused by any pets brought within the development by them or their visitors.
  
  - (6) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, will register that pet with the strata corporation by providing to the strata corporation a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).
  
  - (7) An owner of a strata lot will not:
    - (a) use, or permit any tenant or occupant of his or her strata lot, or a visitor of the owner, tenant or occupant to use, a strata lot for any purposes other than: (i) residential purposes and other purposes ancillary to residential purposes; or (ii) any of the uses permitted under the zoning for the

development. Notwithstanding the foregoing, an owner developer who has one or more unsold strata lots may use the strata lots for the purposes set out in Bylaw 30; or

- (b) use or permit any tenant or occupant of his or her strata lot or a visitor of the owner, tenant or occupant to use inline skates, skateboards, bicycles and/or hockey equipment anywhere in the building, including a strata lot.
  - (8) An owner, tenant or occupant of a strata lot must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
  - (9) An owner, tenant or occupant of a strata lot is responsible for the conduct of their visitors, including ensuring that noise is kept at a level, in the sole determination of the strata corporation, that will not disturb the rights of quiet enjoyment of others.”;
4. adding the following subsection to Bylaw 4:
- “(3) Within two weeks of a tenant moving into any strata lot, the owner of such strata lot must give the strata corporation a copy of the Form K - Notice of Tenant’s Responsibilities signed by the tenant, in accordance with section 146 of the Act.”;
5. deleting Bylaw 5(1) thereof and substituting the following therefor:
- “(1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
    - (a) the structure of a building;
    - (b) the exterior of a building;
    - (c) chimneys, stairs, balconies, patios, decks or other things attached to the exterior of a building
    - (d) doors, windows or skylights (including the castings, the frames and the sill of such doors, windows and skylights) on the exterior of a building, or that front on the common property;
    - (e) fences, railings or similar structures that enclose a patio, balcony or deck;
    - (f) common property located within the boundaries of a strata lot;
    - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
    - (h) any trees, shrubs, vegetation or other landscaping installed by the owner developer or the strata corporation on limited common property (including, without limitation, on balconies, patios and decks) appurtenant to particular strata lots.”;
6. adding the following subsection to Bylaw 7:
- “(3) If access to a strata lot is not provided in accordance with Bylaw 7, the owner will be responsible for:

- (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency; and
  - (b) all costs incurred by the strata corporation in respect of contractors retained by the strata corporation who must re-attend at the building to access the strata lot.
- (4) Where the strata corporation wishes to enter a strata lot for any of the purposes prescribed by these bylaws and/or for the purpose of inspecting, maintaining or repairing pipes, wires, cables, ducts and/or other facilities within the strata lot and which are capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agents will carry out any such work in a good and workmanlike manner. The strata corporation will also make good any damage to the strata lot occasioned by such work and restore the strata lot to its pre-damaged condition, leaving the strata lot clean and free of debris.”;

7. deleting Bylaw 8 thereof and substituting the following therefor:

“8 The strata corporation must repair and maintain all of the following:

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property, but the duty to repair and maintain it is restricted to:
  - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (i) the structure of a building;
    - (ii) the exterior of a building;
    - (iii) chimneys, stairs, balconies, patios, decks and other things attached to the exterior of a building;
    - (iv) doors, windows and skylights (including the castings, the frames and the sill of such doors, windows and skylights) on the exterior of a building or that front on the common property;
    - (v) fences, railings and similar structures that enclose patios, balconies and decks; and
    - (vi) any trees, shrubs, vegetation or other landscaping installed by the owner developer or the strata corporation on limited common property (including, without limitation,

on balconies, patios and decks) appurtenant to particular strata lots (except that an owner of a strata lot will be responsible for routine tidying of, and removing of any plant debris which accumulates within, the limited common property appurtenant to such owner's strata lot);

- (4) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies, patios, decks and other things attached to the exterior of a building;
  - (d) doors, windows and skylights (including the castings, the frames and the sill of such doors, windows and skylights) on the exterior of a building or that front on the common property; and
  - (e) fences, railings and similar structures that enclose patios, balconies and decks.”;

8. adding the following subsection to Bylaw 9:

“(3) No person may stand for a council or continue to be on a council with respect to a strata lot if the strata corporation or a separate section, as applicable, is entitled to register a lien against that strata lot under section 116(1) of the Act.”;

9. deleting Bylaw 23 in its entirety and substituting the following therefor:

**“Maximum Fine**

23(1) The strata corporation may fine an owner or tenant a maximum of:

- (a) \$200 for each contravention of a bylaw; and
  - (b) \$50 for each contravention of a rule.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the strata corporation pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.”;

10. adding the following subsection to Bylaw 27:

“(8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation or a separate section, as applicable, is entitled to register a lien against that strata lot under section 116(1) of the Act.”;

11. deleting Bylaw 30 in its entirety and substituting the following therefor:

**“Display lot**

30(1) An owner developer who has an unsold strata lot may use any strata lot(s), whether owned or leased by it, to carry on marketing, sales and leasing functions and events that relate to its sale or lease, including without limitation:

- (a) the posting and erecting in and about the common property of interior and exterior signs, placards, flags, notices and other things and structures for marketing; and
- (b) accessing and using common facilities and the common property (including parking on common property to access a display strata lot or an unsold strata lot) for the purpose of the owner developer’s staff and representatives to show strata lots to purchasers and prospective purchasers and tenants, and other invitees of the owner developer.

(2) An owner developer may use a strata lot that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

(3) Until all strata lots are sold, the owner developer, and its employees, agents, contractors, workers, suppliers and other invitees will have the full, free, and uninterrupted right and license to enter upon and cross over the common property, with or without vehicles, equipment, and machinery, for the purposes of access to and from the lands and for the purposes described in Bylaw 30(1) above. The owner developer will be responsible for any damage caused to the common property by such entry on and use of the common property.”; and

12. adding the following Bylaws after Bylaw 30 as Division 8 - Miscellaneous:

**“Division 8 - Miscellaneous**

**Advertising Re-Sale**

31 Unless the strata corporation otherwise gives its prior written consent, advertising for the re-sale or rental of a strata lot, except such strata lots that are owned by the owner developer, is only permitted on a directory board, directory tree and/or by placement on a single signage board, which will be supplied, located and maintained by the strata corporation, as determined by the strata corporation. This Bylaw 31 is subject to Bylaw 30 and nothing in this Bylaw 31 affects the rights of the owner developer under Bylaw 30.

**Quorum**

32 Notwithstanding section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further



15 minutes from the time appointed and the eligible voters present in person or by proxy shall constitute a quorum.

#### **Electronic Attendance at Meetings**

- 33(1) A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- (2) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

#### **Authorization to proceed under *Small Claims Act* (British Columbia)**

- 34 The strata corporation may proceed under the *Small Claims Act* (British Columbia), without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation or the applicable separate section is required to expend as a result of the owner's act.

#### **Insurance and Responsibility**

- 35(1) An owner is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance and any applicable section insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance and/or any applicable section insurance for which the owner is responsible.
- (2) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation and/or a separate section from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any policy of strata insurance or section insurance. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.
- (3) For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation or a separate section will be considered an expense not covered by the proceeds of strata insurance or any applicable section insurance received by the strata corporation or the separate section and will be charged to the owner.

#### **Move in Fee and Moving Arrangements**

- 36(1) An owner, tenant or occupant will be required to pay a one time move-in fee of \$150 prior to any change in tenancy or other move-in to his or her strata lot. This does not apply to the first move in by the owner/tenant, following the initial purchase from the owner developer.
- (2) The strata corporation may regulate the times and manner in which any moves into or out of the strata lots may be made and require that such moves be coordinated with the property manager for the development at least seven (7) days

in advance of such moves, or such lesser period as the strata corporation may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant, occupant, visitor, employee, agent or invitee to carry out any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the property manager of the development, the owner of such strata lot will be subject to a fine of \$100, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.

- (3) An owner of a strata lot must notify the strata corporation in advance of the date and time that the owner, tenant or occupant of his or her strata lot will be moving into or out of such strata lot.
- (4) An owner, tenant or occupant of a strata lot may submit a request to the strata corporation in order to reserve a date and time period during which the owner, tenant or occupant will be entitled to the elevator in the development and loading area and/or designated loading stall(s) for the development (or for shared use by the development and the UD South Development (as defined in Bylaw 45)), as applicable. The loading area and/or designated loading stalls may be used to facilitate moves into or out of the strata lots as well as any other general loading/unloading tasks.
- (5) Provided a designated loading area and/or loading stall(s) for the development (or for shared use by the development and the UD South Development) are not being used under a reservation made pursuant to Bylaw 36(4), the loading area and/or loading stall(s) will be generally available to all owners, tenants, occupants, visitors, employees, agents, invitees and suppliers of the strata lots within the strata corporation (and, as applicable, strata lots within the South Tower and/or the Commercial Component) on a first-come, first-served basis.

### **Use of Amenity Spaces**

- 37(1) The development includes certain common amenity facilities (collectively, the **"North Tower Amenity Space"**), including without limitation, (i) an outdoor children's play area and a bicycle pavilion, each located on the common property and shared with other owners, tenants and occupants of the South Tower, and (ii) an amenity room (the **"Exclusive Use Amenity Room"**) located on the common property of the development adjacent to the lobby, which is intended for the exclusive use of the development. In addition, the owners, tenants and occupants of the development have access to certain amenities located in the South Tower on lands adjacent to the development but not forming part of the common property, including without limitation, a bicycle pavilion (with bicycle repair stations and wash areas) and an indoor/outdoor amenity facility (including, without limitation, automated parcel lockers, spin room/cycling studio, fitness facility with yoga/meditation room, social lounge areas with common kitchen (some or all of which may be available for reservation), children's play area, meeting/multipurpose room(s), co-working area, game lounge, outdoor pool, deck and barbeque/seating area(s)) (collectively, the **"Shared South Tower Amenity Space"** and together with the North Tower Amenity Space (excluding the Exclusive Use Amenity Room), the **"Shared Residential Amenities/Facilities"**);
- (2) Each owner, tenant or occupant will comply with: (1) in respect of the North Tower Amenity Space, the rules and regulations from time to time established by the strata corporation which govern the use and enjoyment of the North Tower Amenity Space and (2) the terms of any easement in respect of the Shared South Tower Amenity Space which is for the benefit of the strata corporation and any rules and

regulations made pursuant to any such easement. Postings of any such rules and regulations will constitute sufficient notice to all such persons.

- (3) Except as otherwise permitted pursuant to an easement that governs the common property or a statutory right of way over common property, all Shared Residential Amenities/Facilities are for the shared use of the owners, tenants, occupants of the development or the South Tower and their accompanying visitors only. The Exclusive Use Amenity Room is for the use of the owners, tenants, occupants of the development and their accompanying visitors only.
- (4) Any use of the North Tower Amenity Space or the Shared South Tower Amenity Space is at the sole risk of the user, who assumes all risks including, but not limited to, risks of death, injury, damage to persons and damage to or loss of personal property associated with or arising out of such use; and, as a condition of use, the user indemnifies the strata corporation, its members, agents and employees against all liability arising out of such use. Without limiting the foregoing, the strata corporation is not liable for any accident, injury or death resulting from the use of any North Tower Amenity Spaces or any Shared South Tower Amenity Space by owners, tenants, occupants, visitors or any other person.
- (5) Anyone who engages in any reckless, hazardous, destructive, or potentially hazardous or destructive activity within any North Tower Amenity Spaces or any Shared South Tower Amenity Space, or who continues to breach a rule or bylaw after receiving a verbal warning from a representative of the strata corporation (or in the case of the Shared South Tower Amenity Space, a representative of the strata corporation of the South Tower), is required to leave the such North Tower Amenity Space or Shared South Tower Amenity Space, as the case may be, immediately upon request of such representative.
- (6) Entry into and/or use of the North Tower Amenity Space or any Shared South Tower Amenity Space in a state of impairment due to drug or alcohol intoxication is prohibited.
- (7) The strata corporation may temporarily close or restrict use of any North Tower Amenity Space if such North Tower Amenity Space is being used in an unsafe or disruptive manner, if the North Tower Amenity Space requires maintenance or cleaning, if such temporary closure or restriction is reasonably necessary in order to comply with an order or recommendation of the municipal or provincial government, or if the North Tower Amenity Space is required for a function organized or approved by the strata corporation. Any Shared South Tower Amenity Space may be temporarily closed or have access thereto restricted subject to the terms of the easement(s) in favour of the strata corporation in respect to such Shared South Tower Amenity Space.
- (8) An owner, tenant and occupant may be permitted, on a first-come, first-served basis, to reserve certain designated North Tower Amenity Space or Shared South Tower Amenity Space for exclusive use, subject to availability and any applicable hourly rate(s), user fee(s), minimum reservation period(s) and/or payment of refundable damage deposit(s) upon booking, as may be required by the strata corporation (or in the case of a reservation of a Shared South Tower Amenity Space, the strata corporation for the South Tower) and set out in the rules and regulations governing the exclusive use and reservation of particular North Tower Amenity Space or Shared South Tower Amenity Space. Any and all income generated by the collection of such user fees will be used for the maintenance and operating expenses of the North Tower Amenity Space and/or the Shared South Tower Amenity Space.

- (9) No pets, other than those pets certified as service animals, are allowed in any indoor North Tower Amenity Space or any indoor Shared South Tower Amenity Space except, for clarity, within the parking facility.
- (10) Children must be accompanied by a guardian at all times while within the North Tower Amenity Spaces or any Shared South Tower Amenity Space and the use any play areas located within the common property of the development or the South Tower, if any, is at the users' own risk and the strata corporation (and/or the strata corporation for the South Tower, as the case may be) will not be held liable for any injury, damage or loss however caused; and
- (11) Neither the North Tower Amenity Space nor Shared South Tower Amenity Space may not be used in any manner that disrupts other owners, tenants and occupants of the development or the UD South Development and must comply with the noise bylaws of the City of Surrey.

### **Parking and Storage**

- 38(1) An owner of a strata lot is only entitled to the use of a parking stall and/or bicycle/storage locker in the parking facility located either within:
  - (a) the development, pursuant to a partial assignment of the parking and bicycle/storage lease (the "**North Tower Master Parking/Storage Agreement**") between the strata corporation (by assignment from the owner developer), as landlord, and the owner developer (by assignment from (BlueSky Properties (UD Parking) Inc.), as tenant; or
  - (b) the adjacent lands forming part of the South Tower, pursuant to a partial assignment of a separate parking and bicycle/storage lease (the "**South Tower Master Parking/Storage Agreement**"), between the strata corporation for the South Tower (by assignment from the owner developer of the South Tower), as landlord, and the owner developer of the South Tower (by assignment from BlueSky Properties (UD Parking) Inc.), as tenant (and subject to one or more parking and storage easements over certain common property of the South Tower in favour of the development).

This section shall not restrict the use of any parking stalls or bicycle/storage lockers designated as limited common property, if any.

#### *Cross-Assigned Parking Stall and Bicycle/Storage Lockers between the Development and the South Tower*

The parking facility in the development and the parking facility in the South Tower have been constructed as an integrated parking facility and it is intended that certain parking stalls and bicycle/storage lockers situated in one development will be for the use and benefit of owners in the other development, and will be cross-allocated to owners accordingly by way of partial assignments of either (i) the North Tower Master Parking/Storage Agreement, as to assignments of parking stalls and bicycle/storage lockers located within the development, or (ii) the South Tower Master Parking/Storage Agreement, as to assignments of parking stalls and bicycle/storage lockers located within the South Tower.

Accordingly, certain owners of strata lots in the South Tower may be entitled to the use of a parking stall and/or a bicycle/storage locker in the parking facility located

in the development, pursuant to a partial assignment of the North Tower Master Parking/Storage Agreement and one or more parking and storage easements, in which event Bylaws 38, 39 and 41 hereof will apply to such owners of strata lots in the South Tower.

Any owner of a strata lot (whether such strata lot is located in the development or in the South Tower) who has been assigned the use of a parking stall in the parking facility in the development pursuant to the North Tower Master Parking/Storage Agreement is referred to herein as a "Parking Stall Assignee".

Similarly, an owner of a strata lot in the development who has been assigned a parking stall and/or bicycle storage locker in the common property of the South Tower, pursuant to the South Tower Master Parking/Storage Agreement, will be subject to the bylaws, rules and regulations of the strata corporation for the South Tower as to the use of such parking stall (and the use, installation, activation, deactivation or otherwise, of any EV Receptacle or EV Charger therein) and/or bicycle storage locker, and to the terms of any applicable parking and storage easements over the common property of the South Tower in favour of the development.

- (2) An owner, tenant, occupant, visitor or guest must use the parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata corporation.
- (3) An owner, tenant or occupant shall not:
  - (a) use any parking stall and/or bicycle/storage locker in the building or on the common property or on any limited common property, except the parking stall and/or bicycle/storage locker assigned to such owner pursuant to the North Tower Master Parking/Storage Agreement or, when specifically agreed to with another Parking Stall Assignee, the parking stall and/or bicycle/storage locker assigned to such other Parking Stall Assignee;
  - (b) permit their visitors to use any parking stall and/or bicycle/storage locker in the building or on the common property, any limited common property (or in the UD South Development, provided use thereof is permitted by way of an easement in favour of the development) except a parking stall specifically designated for visitor use by the strata corporation or the strata corporation for the South Tower, as applicable;
  - (c) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or any limited common property (or in the UD South Development) except in the case of emergency;
  - (d) rent or lease the parking stall and/or bicycle/storage locker assigned to such owner pursuant to the South Tower Master Parking/Storage Agreement to, or otherwise permit that parking stall and/or bicycle/storage locker to be regularly used by, anyone that is not a resident of the development or the South Tower;
  - (e) park any vehicle in a manner which will reduce the width of any parking ramp, drive aisle or roadway on the common property, any limited common property or in the UD South Development;

- (f) use any part of the common property, the common property of the South Tower or the exterior areas of the Commercial Component (including any parking stall assigned to the strata lot) for storage of personal items or property, without the written consent of the strata corporation or the applicable owners of the UD South Development, as the case may be. Notwithstanding the foregoing, an owner, tenant or occupant may store personal property within a bicycle/storage locker which such person has a right to use pursuant to the North Tower Master Parking/Storage Agreement, subject to any rules and regulations of the strata corporation, or pursuant to the South Tower Master Parking/Storage Agreement, subject to any rules and regulations of the strata corporation for the South Tower; and
  - (g) wash any vehicle within the parking facility in the development unless permitted by the strata corporation and/or under the rules and regulations in place from time to time with respect to use of the parking facility.
- (4) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or the UD South Development.
  - (5) No parking is permitted except in a designated parking stall, nor shall a vehicle park in a manner, which will reduce the width of an access roadway.
  - (6) No vehicles exceeding 4,000 kg. gross vehicle weight shall be parked or brought onto the common property or onto the UD South Development without the consent of the strata corporation (or the strata corporation for the South Tower, as the case may be), except when used in delivery to or removal from the premises.
  - (7) Any vehicle, which does not comply with this Bylaw, may be removed at the vehicle owner's expense.
  - (8) The cost of repairing any damage to a parking stall and/or bicycle/storage locker in the development due to the intentional or negligent conduct of the Parking Stall Assignee or their tenant, occupant or visitor will be the sole responsibility of the Parking Stall Assignee that has been granted the exclusive use of the applicable parking stall and/or bicycle/storage locker in the common property.

### **Bicycle Storage**

- 39 No person may keep a bicycle within the common property or within the UD South Development other than in the designated bicycle/storage locker(s) in the development or the South Tower (as assigned to such owner for the exclusive use of a particular strata lot pursuant to Bylaw 38(1)) and/or in the bicycle stalls located in the bicycle storage room(s) in the parking facility in the development and/or the bicycle pavilion(s) located at grade in the common property (or, pursuant to one or more easements in favour of the development, in the common property of the South Tower). The bicycle stalls will be available for use by owners and occupants of the strata lots in the development (and, subject to applicable easements, to owners and occupants of the strata lots in the South Tower) on a first-come, first-served basis. The strata corporation will be responsible for administering the use of all of the bicycle storage room(s), pavilion(s) and bicycle stalls therein, located in the common property. The strata corporation for the South Tower will be responsible for administering the use of the bicycle storage room(s)/pavilion(s) and bicycle stalls therein, located in the common property of the South Tower. Such

administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle stalls, including charging fees to users of such bicycle stalls, if approved by resolution of the strata corporation, or the strata corporation for the South Tower, as the case may be.

### **Accessible Parking and Re-Allocation of Accessible Stalls**

- 40 Certain parking stalls (the “**Accessible Resident Stalls**”) in the common property are designed and constructed to accommodate vehicles driven by disabled persons. Some or all of the Accessible Resident Stalls will be allocated by way of partial assignment of the North Tower Master Parking/Storage Agreement, and may be allocated to, and used by, owners who do not qualify for the use of disabled parking stalls. The strata corporation and every owner of a strata lot will be required to comply with the terms and provisions of the North Tower Master Parking/Storage Agreement in connection with any request by an owner for an exchange of an Accessible Residential Stall provided such request satisfies the requirements set out in section 4.09 of the North Tower Master Parking/Storage Agreement. No Accessible Resident Stall may be assigned to an owner of a strata lot in the South Tower.

### **Electric Vehicle Chargers**

- 41(1) A Parking Stall Assignee who has been assigned a parking stall that is pre-installed with an energized Level 2 electric receptacle (an “**EV Receptacle**”) may not use, or permit its tenants or occupants to use, such EV Receptacle until such Parking Stall Assignee has unlocked the EV Receptacle with the strata corporation. The Parking Stall Assignee who has unlocked an EV Receptacle is required to pay the strata corporation an additional monthly fee in connection with such EV Receptacle, at a rate of \$40.00 per month or such other rate as may be set by the strata corporation from time to time, until such time as the EV Receptacle is replaced with an electric vehicle charger (an “**EV Charger**”) pursuant to this Bylaw 41.
- (2) A Parking Stall Assignee may apply to the strata corporation for approval to install an EV Charger in the parking stall(s) in the common property assigned for the exclusive use of such Parking Stall Assignee by way of the North Tower Master/Parking Storage Agreement, pursuant to the requirements of Bylaw 41(3). Upon receipt of such a request, and subject to approval being granted, the strata corporation will notify all other Parking Stall Assignees which have been assigned the exclusive use of a parking stall in the same 4:1 load sharing circuit group, unless such load sharing circuit group has been previously activated. The EV Receptacle in such load sharing circuit group will be deactivated to permit for load sharing within the applicable load sharing circuit group upon installation of one or more EV Chargers therein. For clarity, the Parking Stall Assignee within such load sharing group whose assigned parking stall was equipped with an EV Receptacle will, if they wish to continue to charge a vehicle in their assigned parking stall, be required to replace such EV Receptacle with an EV Charger at their sole cost and expense in accordance with this Bylaw 41.
- (3) A Parking Stall Assignee who wishes to install an EV Charger for use in their assigned parking stall (including pursuant to Bylaw 41(2) above) must apply to the strata corporation for approval and satisfy any requirements of the strata corporation before installing such EV Charger. Without limiting the foregoing, the strata corporation may require the following requirements to be satisfied before approving the installation of an EV Charger:

- (a) the EV Charger must be compatible with the development's electric vehicle charging network and must be Open Charge Point Protocol (OCPP) compliant, as determined by the operator (the "**EV Network Operator**") of the development's electric vehicle charging network;
  - (b) the EV Charger must be capable of load-sharing with any existing EV Chargers on the same circuit (being a 4:1 ratio), as determined by the EV Network Operator; and
  - (c) the EV Charger must be registered with the EV Network Operator at the time it is installed.
- (4) The installation of any EV Charger must be carried out by a qualified electrician approved in advance by the strata corporation and which may, in its sole discretion, be selected by the strata corporation.
  - (5) The Parking Stall Assignee will be responsible for purchasing, installing, maintaining and repairing the EV Charger in their assigned parking stall at their sole cost and expense.
  - (6) A Parking Stall Assignee (and any tenant or occupant of the strata lot owned by such Parking Stall Assignee) will have the exclusive right to use an EV Receptacle or an EV Charger, if any, which is appurtenant to the parking stall assigned to such Parking Stall Assignee.
  - (7) A Parking Stall Assignee will not use, and will not permit its tenants, occupants or visitors to use, any EV Receptacle or EV Charger in the parking facility in the development except for (1) an EV Receptacle or EV Charger, if any, which is appurtenant to a parking stall which has been assigned to such Parking Stall Assignee, or (2), if the Parking Stall Assignee is an owner of a strata lot in the development, an EV Receptacle or EV Charger, if any, which is made available by the strata corporation for common use (subject to Bylaw 41(9) and any rules or regulations of the strata corporation governing such use).
  - (8) A Parking Stall Assignee may not use, or permit its tenants or occupants to use, an EV Charger installed in a parking stall assigned to such Parking Stall Assignee until such Parking Stall Assignee has activated such EV Charger with the strata corporation and the EV Network Operator, which activation may require such Parking Stall Assignee to create an individual account and/or enter into a user agreement with the EV Network Operator. The Parking Stall Assignee who has installed and activated an EV Charger in a parking stall assigned to such Parking Stall Assignee is required to pay any and all charges and fees applicable to such EV Charger to the strata corporation or, if determined by the strata corporation, to the EV Network Operator. A Parking Stall Assignee may deactivate an installed EV Charger for a parking stall assigned to such Parking Stall Assignee in accordance with the procedures set by the strata corporation and the EV Network Operator from time to time.
  - (9) Anyone who uses an EV Receptacle or EV Charger provided by the strata corporation for common use, if any, is required to pay any and all charges applicable to the use of such EV Receptacle or EV Charger to the strata corporation or, if determined by the strata corporation, to the EV Network Operator.

## **Smoking and Vaping**



- 42(1) In this Bylaw:
- (a) “**marijuana**” includes cannabis;
  - (b) “**smoke**” or “**smoking**” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco, other weed substances (including, for clarity, marijuana) or any other combustible substance, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, candles or smoke from incense; and
  - (c) “**vape**” or “**vaping**” includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- (2) An owner, tenant, occupant or visitor must not:
- (a) smoke or vape on the interior common property or limited common property, such as, but not limited to hallways, lobbies, elevators, indoor amenity spaces, storage/bicycle storage rooms and parking facilities;
  - (b) smoke or vape on the exterior common property or limited common property, including balconies, decks, patios, outdoor amenity areas (including any outdoor North Tower Amenity Spaces), walkways, roadways or parking areas; and
  - (c) permit the smoke or odour from smoking or vaping to escape any strata lot such that it can be smelled by an owner, tenant or occupant of another strata lot.
- (3) Despite any legalization or decriminalization, marijuana production within a condominium development has the potential to cause disturbing odours, mould proliferation and/or insurability concerns. Therefore, growing marijuana plants, and/or processing or production, including sale or resale, of marijuana products is prohibited within the bounds of the strata plan, including, without limiting the foregoing, in any strata lot or on any common property or limited common property.
- (4) All persons, including, without limitation, owners, tenants and occupants of the strata lots and visitors of such persons, must comply with this Bylaw 42. Owners, tenants and occupants of the strata lots must ensure that this Bylaw is not violated by their visitors or anyone else they let into the development.
- (5) The strata corporation may make reasonable accommodation for one or more individuals that have an addiction to nicotine or marijuana that is a physical or mental disability or who require the use of marijuana for medical purposes in connection with a physical or mental disability. Whether or not reasonable accommodation is required under the *BC Human Rights Code* will be determined in the reasonable discretion of the strata corporation. In making the accommodation, the strata corporation will consider how to accommodate the disability without exposing others to second-hand smoke.

## Noise

- 43 An owner, tenant or occupant must not use, or permit any visitor of the owner, tenant or occupant to use, a strata lot, limited common property or common

property in a way or for any purpose that causes unreasonable or undue noise and will take all reasonable steps to satisfy noise complaints from neighbours.

44 Intentionally Deleted.

#### **Shared Residential Amenities/Facilities and Shared Project Facilities**

45 The development shares certain amenities, facilities, areas, systems, support structures, services and utilities, including, without limitation, an at-grade auto courtyard and a public art feature (collectively, the “**Shared Project Facilities**”), as well as the Shared Residential Amenities/Facilities, with the adjacent development known as University District South (the “**UD South Development**”), but otherwise operates independently. For greater certainty, the Shared Residential Amenities/Facilities and certain other amenities and facilities are shared only with the residential component of the UD South Development (the “**South Tower**”) and not with any commercial component of the UD South Development (the “**Commercial Component**”). The owners, tenants and occupants of the strata lots will comply with the terms and conditions of any and all easements and/or other agreements entered into or assumed by the strata corporation in respect of access to, egress from and/or the shared use and enjoyment of, the Shared Residential Amenities/Facilities and the Shared Project Facilities and any and all rules and regulations established from time to time by a management committee for such Shared Residential Amenities/Facilities and/or the Shared Project Facilities, if any, or by the strata corporation, the strata corporation for the South Tower and/or the owner(s) of the Commercial Component, as applicable, governing the access to, egress from and/or the use and enjoyment of, the Shared Residential Amenities/Facilities and/or the Shared Project Facilities.

#### **Cost Sharing**

46 Owners of the strata lots acknowledge that the strata corporation is or may be a party to one or more cost sharing agreements (which may be included within one or more easements whereby the applicable shared use is permitted and/or may be contained within one or more separate instruments) pursuant to which the strata corporation is obligated to pay its proportionate share of the costs relating to the management, administration, operation, cleaning, maintenance, repair, insuring and replacement (including, without limitation, the cost of all utilities, personnel, materials, supplies and equipment necessary for such purposes) of, without limitation, the Shared Residential Amenities/Facilities and the Shared Project Facilities (and/or any parking stalls and/or bicycle/storage lockers that may be shared by the development with the South Tower and/or the Commercial Component, as applicable). The strata corporation's share of the costs under each such agreement constitutes an expense of the strata corporation which will be borne by the owners of the strata lots in proportion to the unit entitlement of their respective strata lots or as otherwise set out in the budget of the strata corporation.

#### **Access for Inspection / Repairs to Equipment and Systems**

47 Notwithstanding the responsibility of each owner under Bylaw 2(3), upon not less than 48 hours' prior written notice to the owner, tenant or occupant of a strata lot (except in the case of emergency when no notice is required), such owner, tenant, or occupant must allow a property manager for the strata corporation or representative thereof, a member of the strata council or a contractor or subcontractor of the strata corporation, or any other person authorized by the strata corporation, to enter the strata lot for the purpose of carrying out the strata

corporation's duties and obligations in respect of carrying out periodic inspections to equipment and systems serving the strata lots and the common property development, including the heat pump unit installed in a strata lot, and in the event that an owner has failed to comply with Bylaw 2(3), may carry out such reasonable repair, maintenance and/or replacement of the filter in the applicable equipment installed in an owner's strata lot at the cost of the owner.

### **Video Surveillance**

- 48(1) The common property of the strata corporation may, from time to time or at all times, be subject to 24-hour audio and video surveillance for the purpose of recording the activities of owners, tenants, occupants, guests, and the general public within common property. In addition to the foregoing, all or part of the Shared Residential Amenities/Facilities and all or part of the Shared Project Facilities and other various areas and facilities of the UD South Development (which do not form part of the common property of the strata corporation) may be subject to 24 hour audio and/or video surveillance, from time to time or at all times, for the purpose of recording the activities owners, tenants, occupants, guests, and the general public within such areas, including the owners, tenants, occupants, and guests of the development.
- (2) Audio and/or video surveillance equipment within the common property of the strata corporation (hereinafter referred to as "**Cameras**") must not be positioned in such a way that they monitor or record:
  - (a) activities outside of the bounds of the strata plan; or
  - (b) activities in areas where owners, tenants, visitors and employees have a reasonable expectation of privacy such as change rooms, washrooms, or within any strata lot.
- (3) Cameras shall be located at the following positions:
  - (a) all elevator lower lobbies, and any designated rooms containing bicycle/storage lockers;
  - (b) where any enterphones are located; and
  - (c) within the portion of the Shared Residential Amenities/Facilities and all or part of the Shared Project Facilities forming part of the common property of the development;
- (4) Notices will be posted on the common property advising the public of ongoing audio/video recording.
- (5) The audio/video surveillance system may operate 24 hours per day, seven days per week and will be used to record all activities in the common areas of the strata corporation for the purpose of obtaining usable evidence of illegal acts and/or infractions of the bylaws of the strata corporation and the cause of any damage to property, or other loss or damages, including verification of identity of persons responsible and potential witnesses.
- (6) The information and recordings collected may be used as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine

responsibility for injury, damage to property, or other facts at issue in court, arbitration or any other hearing or dispute resolution proceedings.

- (7) The audio/video surveillance recordings system as outfitted from time to time will include a number of cameras and a central recording system which will be kept in a secure locked location and will be password protected for access only by authorized representatives of the strata corporation.
- (8) Recorded data must be securely destroyed after the number of days required by law, unless:
  - (a) a copy of the recordings was provided to a third party, in which case it must be securely retained indefinitely;
  - (b) a request is made by a council member that a specific recording be preserved for consideration by the strata council at the next council meeting, in which case the recording may be saved for an additional period as determined by the strata corporation or as required by law; or
  - (c) the strata council decides to preserve recordings from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must be recorded in the minutes, and must state the period of time for which the recordings will be preserved.
- (9) No owners, third parties or other person will be entitled to view or receive a copy of recordings, except as contemplated by the bylaws or required by law.
- (10) Notwithstanding anything contained in this Bylaw 48:
  - (a) in the event the owner developer does not enter into an agreement with an exclusive provider of telephone/cable/internet in respect of the common property, the Cameras may not provide services for the screening of visitors to the development; and
  - (b) audio and/or video surveillance within the UD South Development, which do not form part of the common property of the strata corporation, will be as determined by the owners of the applicable areas.

### **Key Fobs**

- 49(1) Access to the common areas of the strata plan is controlled by use of key fobs (each, a “**Key Fob**” and collectively, “**Key Fobs**”), which may include the ability to record the time and area accessed by each Key Fob bearer.
- (2) The data recorded by the key fob system may be used alone or in conjunction with audio or video recordings as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in court, arbitration or any other hearing or dispute resolution proceedings.
- (3) The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device, all in accordance with the purposes of this Bylaw 49.

- (4) Recorded data must be securely destroyed after the number of days required by law, unless:
  - (a) a copy of the recording was provided to a third party, in which case it must be securely retained indefinitely; or
  - (b) the strata council decides to preserve data from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the data will be preserved.
- (5) No owners, third parties or other persons will be entitled to view or receive a copy of access data, except as contemplated by the bylaws or required by law.

#### **Use of Video Surveillance or Key Fob Records**

- 50(1) The audio/video surveillance recordings and/or Key Fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those strata corporation bylaws and rules which relate to the safety and security of the development and its owners, tenants and occupants.
- (2) The personal information of owners, tenants and occupants will only be reviewed or disclosed as follows:
  - (a) law enforcement in accordance with Bylaw 50(1);
  - (b) the property manager of the strata corporation and strata council members in accordance with Bylaw 50(1); or
  - (c) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video/audio surveillance recording or Key Fob usage records and the personal information of the requesting owner, tenant or occupant may be reviewed by or disclosed to such requesting owner, tenant or occupant.
- (3) In installing and/or maintaining the systems described In Bylaws 48 and 49, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any owner tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.”.

**EXHIBIT "H"**

**FINAL MASTER PARKING/STORAGE AGREEMENT**

[See Attached]

**UNIVERSITY DISTRICT NORTH**

**PARKING AND BICYCLE/STORAGE LEASE**

**(MASTER PARKING/STORAGE AGREEMENT)**

THIS LEASE made as of the 1<sup>st</sup> day of August, 2023.

**BETWEEN:**

**BLUESKY PROPERTIES (UD NORTH) INC.** a body corporate duly incorporated under the laws of the Province of British Columbia, having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(“Owner”)

**AND:**

**BLUESKY PROPERTIES (UD PARKING) INC.** a body corporate duly incorporated under the laws of the Province of British Columbia, having an office at 1101 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(“Tenant”)

**WITNESSES THAT WHEREAS:**

- A. Owner is the beneficial owner of certain lands and premises located in the City of Surrey, British Columbia and currently legally described as:

Parcel Identifier: 030-861-918

Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Lands**”);

- B. BlueSky Properties (UD Lands) Inc. holds legal title to the Lands as the nominee, agent and bare trustee for and on behalf of the Owner;
- C. Owner wishes to lease to Tenant those portions (the “**Leased Premises**”) of the underground parking facility (the “**Parking Facility**”) to be located on the Lands as shown outlined in heavy black line on the sketch plan (the “**Plan**”) attached hereto as Schedule A, all on the terms and conditions set out in this Lease;
- D. Upon the completion of development of the Lands, Owner proposes to subdivide the Lands by registration of a strata plan (the “**Strata Plan**”) pursuant to the *Strata Property Act* (British Columbia) in the New Westminster Land Title Office (the “**Land Title Office**”) in respect of the Lands to create the residential strata development on the Lands to be known as “**University District North**” (the “**Development**”);
- E. The strata lots (each a “**Strata Lot**” and, collectively, the “**Strata Lots**”) in the Development will be created by the deposit of the Strata Plan for registration in the Land Title Office;
- F. Tenant will have the right to grant partial assignments of this Lease pertaining to all of the parking stalls (collectively, the “**Stalls**” and each a “**Stall**”), all of the bicycle/storage lockers (collectively,

the “**Bicycle/Storage Lockers**” and each a “**Bicycle/Storage Locker**”) (and all of the storage rooms containing the Bicycle/Storage Lockers) located within the Leased Premises;

- G. The Strata Plan will designate the Leased Premises, including the Stalls, Bicycle/Storage Lockers (and all of the storage rooms containing the Bicycle/Storage Lockers), as common property of the strata corporation (the “**Strata Corporation**”) formed upon the deposit for registration of the Strata Plan in the Land Title Office;
- H. The Parking Facility is located adjacent to and interconnected with the underground parking facility to be located on certain lands and premises located in the City of Surrey, British Columbia and currently legally described as:

Parcel Identifier: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101  
Except for Air Space Plan EPP115038,

(“**Lot B**”);

- I. Upon completion of development of Lot B, Lot B is intended to be subdivided by registration of a strata plan pursuant to the *Strata Property Act* (British Columbia) in the Land Title Office in respect of Lot B to create the residential strata development on Lot B to be known as “University District South” (the “**UD South Development**”); and
- J. The parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease.

**NOW THEREFORE** in consideration of the premises and the sum of \$10.00 of lawful money of Canada now paid by Tenant to Owner, the receipt and sufficiency of which is hereby acknowledged by Owner, and in consideration of the mutual promises and agreements set forth in this Lease, the parties agree each with the other as follows:

## **ARTICLE 1. GRANT AND TERM**

### 1.01 Grant.

Owner hereby leases and demises the Leased Premises to Tenant for the Term (as defined in section 1.02) on the terms and conditions set out in this Lease. Tenant may only use the Stalls for the purpose of parking and storing motor vehicles.

### 1.02 Term.

The term (the “**Term**”) of this Lease will commence on the date first written above (the “**Commencement Date**”) and terminate on the earlier of:

- (a) the 200th anniversary of the Commencement Date; and
- (b) the date the Strata Corporation is dissolved.

### 1.03 Rent.

The parties acknowledge that the sum of \$10.00 now paid by Tenant to Owner will be the only payment required to be paid to Owner for the use and enjoyment of the Leased Premises by Tenant, and that no further payment to Owner is required for any partial assignment of rights under this Lease to the Strata Corporation or to any other permitted assignee hereunder.



1.04 Licence.

Owner agrees that Tenant may at all times, in common with Owner and all other persons now or hereafter having the express or implied permission of Owner or having a similar right, enter upon and pass over any part of the Lands designated as drive aisles, driveways, ramps, roadways, walkways, stairways and elevators for the purpose of obtaining access to or egress from the Leased Premises or a particular Stall or Bicycle/Storage Locker, provided that the operation of vehicles be restricted to drive aisles, driveways, ramps and roadways and access by foot be restricted to walkways, stairways, corridors and elevators. Owner will at all times provide Tenant, in its capacity as the tenant of the Leased Premises, with means of access to any security devices as necessary to enable Tenant and subsequent assignees to use and enjoy the Leased Premises.

**ARTICLE 2. SUBDIVISION BY STRATA PLAN**

2.01 Strata Plan.

This Lease and the covenants and obligations of Owner under this Lease run with and bind the Lands, and, upon the subdivision of the Remainder Lands by deposit of the Strata Plan in the Land Title Office, such covenants and obligations will:

- (a) continue to run with and bind each subdivided parcel or part thereof which contains the Leased Premises; and
- (b) be automatically assumed by the Strata Corporation as the representative of the owners of the Strata Lots,

at which time Owner will be automatically and absolutely released from any obligations or liabilities hereunder. In connection with the foregoing, Owner may elect to cause the Strata Corporation to enter into an agreement in a form reasonably required by Owner pursuant to which Owner will assign to the Strata Corporation all of Owner's right, title and benefit under this Lease, and the Strata Corporation, as the representative of the owners of the Strata Lots, will assume all of the covenants and obligations of Owner under this Lease and which will provide that, upon execution thereof, Owner will be absolutely released from any obligations or liabilities hereunder and will no longer be entitled to the benefit of any rights as landlord hereunder.

2.02 Common Property.

This Lease is intended to burden only that portion of the Lands which will become the common property of the Strata Corporation upon the deposit for registration of the Strata Plan in the Land Title Office and not at any time to burden the title to any individual Strata Lot. Both of the parties to this Lease agree that title to the common property of the Strata Corporation will be subject to and encumbered by this Lease.

**ARTICLE 3. MAINTENANCE AND ENCUMBRANCES**

3.01 Management.

Owner confirms that until the deposit for registration of the Strata Plan, subject to the terms of this Lease, Owner will be solely responsible for the control, management and administration of the Leased Premises, but thereafter, pursuant to section 2.01 of this Lease, the Strata Corporation, subject to the terms of this Lease, will assume full responsibility for the control, management and administration of the Leased Premises, as common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and may pass bylaws or make rules and regulations with respect to the Leased Premises as long as Tenant is given notice of such bylaws, rules or regulations and such bylaws, rules or regulations:

- (a) are of general application to all Stalls and Bicycle/Storage Lockers in the Leased Premises

and all users of such Stalls and Bicycle/Storage Lockers;

- (b) are fairly and uniformly enforced with respect to all Stalls and Bicycle/Storage Lockers (other than any Stall designated for handicapped use, if any) and all users of such Stalls and Bicycle/Storage Lockers;
- (c) do not interfere with Tenant's or any subsequent assignee's right of continuous uninterrupted access to the Stalls and Bicycle/Storage Lockers during the Term, including the right of Tenant or any subsequent assignee to store a vehicle, recreational vehicle, trailer, boat trailer or boat within any Stall leased by Tenant or assigned to the assignee hereunder, provided that such vehicle, recreational vehicle, trailer, boat trailer or boat fits within such Stall without creating a danger or hazard to other users of the Parking Facility and complies with all applicable bylaws, and provided that Tenant or assignee, as the case may be, has obtained adequate insurance coverage in respect thereof and provided that the Strata Corporation may remove or cause to be removed from any Stall any vehicle, recreational vehicle, trailer, boat trailer or boat that is deemed by the Strata Corporation to create a danger or a hazard to other users of the underground parking facility or is not adequately insured; and
- (d) do not materially interfere with the rights of Tenant or any subsequent assignee under this Lease.

### 3.02 Alterations and Maintenance.

Tenant, its successors and assigns, are not entitled to alter, or to perform any repairs of any sort whatsoever to, the Leased Premises or to any Stall or Bicycle/Storage Locker. Any such alterations or repairs are the responsibility of Owner, prior to the registration of the Strata Plan, and thereafter the sole responsibility of the Strata Corporation. Owner, prior to the registration of the Strata Plan, and thereafter the Strata Corporation, will be responsible for maintaining and repairing the Leased Premises, including the Stalls and Bicycle/Storage Lockers, in the same manner and to the same standard as it maintains and repairs all of the common property within the Development.

### 3.03 Subordination.

Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by Owner against the Lands provided the holder of the encumbrance agrees to recognize and not foreclose Tenant's interest hereunder as long as Tenant is not in default hereunder.

### 3.04 No Right to Encumber.

Tenant, its successors and assigns, are not entitled to mortgage, charge, pledge or otherwise grant their interest in any Stall or Bicycle/Storage Locker as security to any person.

## **ARTICLE 4. ASSIGNMENT**

### 4.01 Partial Assignments.

Tenant may partially assign this Lease and its rights under this Lease with respect to a particular Stall or Bicycle/Storage Locker to an owner or transferee of any Strata Lot or to the Strata Corporation or to an owner or transferee of any strata lot in the UD South Development (each a "**UD South Strata Lot**" and collectively, the "**UD South Strata Lots**") and, subject to Article 5, Article 7 and Article 8 of this Lease, Tenant will not assign this Lease or grant any other licence or right to use any part of the Leased Premises to any other person. Any such assignment will be for such consideration as Tenant may in its sole discretion determine, which consideration may be retained by Tenant for its own benefit. Any partial assignment under this Article 4 by Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease

pertaining to a particular Stall or Bicycle/Storage Locker:

- (a) will be absolute, and, subject to the bylaws, rules and regulations of the Strata Corporation to the extent permitted by section 3.01, the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall or Bicycle/Storage Locker so assigned for the balance of the Term;
- (b) will be an assignment of rights to which such assignee will only be entitled for so long as such assignee owns a Strata Lot or a UD South Strata Lot, unless the assignment is to the Strata Corporation or back to Tenant;
- (c) may only be assigned to an owner or transferee of a Strata Lot or a UD South Strata Lot or to the Strata Corporation or back to Tenant in accordance with the terms of this Lease; and
- (d) will not be effective until written notice of such assignment (together with a copy of such assignment, if available) is delivered by the assignee to the Strata Corporation, subject to section 4.02 of this Lease.

#### 4.02 Automatic Assignment by Members.

If a member (the "**Vendor**") of the Strata Corporation or of the strata corporation of the UD South Development (the "**UD South Strata Corporation**") who is also a holder of an interest in a Stall or Bicycle/Storage Locker hereunder transfers all of his or her interest in a Strata Lot or a UD South Strata Lot as the case may be, (the "**Transferred Strata Lot**") to which such Stall or Bicycle/Storage Locker is at such time appurtenant as shown on the register maintained under section 4.07 without concurrently executing an assignment of such Stall or Bicycle/Storage Locker to another owner or transferee of a Strata Lot, then the interest of the Vendor in such Stall or Bicycle/Storage Locker will automatically be assigned to and assumed by the transferee of the Transferred Strata Lot without execution of a partial assignment of this Lease with respect to such Stall or Bicycle/Storage Locker or delivery of notice of such partial assignment to the Strata Corporation.

#### 4.03 Exchanges and Transfers.

- (a) The holder of an interest (in this subsection 4.03(a), the "**First Owner**") in a Stall or Bicycle/Storage Locker (the "**First Stall/Locker** ") may exchange his, her or its interest in the First Stall/Locker with the holder of an interest (in this subsection 4.03(a), the "**Second Owner**") in a different Stall or Bicycle/Storage Locker (the "**Second Stall/Locker**") for such consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Stall/Locker, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Locker. The First Owner and the Second Owner will each execute a partial assignment of this Lease substantially in the form attached hereto as Schedule B. The exchange will be on the terms set out in subsections 4.01(a) to (d) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, section 4.02 will not apply to exchanges under this subsection 4.03(a).
- (b) The holder of an interest (in this subsection 4.03(b), the "**First Owner**") in a Stall or Bicycle/Storage Locker may transfer his, her or its interest in such Stall or Bicycle/Storage Locker to any other owner or transferee of a Strata Lot or a UD South Strata Lot (in this subsection 4.03(b), the "**Second Owner**") for such consideration as the First Owner may in his or her or its discretion determine. Such a transfer will be accomplished by the First Owner partially assigning this Lease to the Second Owner and, in connection therewith,

the First Owner will execute a partial assignment substantially in the form attached hereto as Schedule B. The transfer will be on the terms set out in subsections 4.01(a) to (d) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, section 4.02 will not apply to transfers under this subsection 4.03(b).

#### 4.04 Consents.

The consent of the Strata Corporation will not be required for any assignment of this Lease under this Article 4. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment except as expressly agreed by such assignee.

#### 4.05 Form of Assignment.

Subject to section 4.02, all partial assignments of this Lease under this Article 4 will be substantially in the form attached hereto as Schedule B.

#### 4.06 Release of Assignors.

Upon the partial assignment (including an automatic assignment pursuant to section 4.02) of this Lease under this Article 4, Tenant and any subsequent assignor of this Lease will be automatically and absolutely released from any obligations or liabilities under this Lease which arise after the time of the assignment.

#### 4.07 Register of Partial Assignments.

Owner, and after the registration of the Strata Plan, the Strata Corporation, will maintain a register of all Stalls and Bicycle/Storage Lockers in respect of which this Lease is partially assigned to owners of Strata Lots or UD South Strata Lots, and will record on such register each partial assignment of this Lease under this Article 4, indicating:

- (a) the number of the Stall or Bicycle/Storage Locker assigned;
- (b) the date of assignment;
- (c) the name and address of the assignee; and
- (d) the number of the Strata Lot or UD South Strata Lot owned by the assignee to which such Stall or Bicycle/Storage Locker is at the time appurtenant, unless the assignee is the Strata Corporation or Tenant in which event the Stall or Bicycle/Storage Locker need not be appurtenant to a Strata Lot.

Upon request by any owner or prospective transferee of a Strata Lot or UD South Strata Lot, the Strata Corporation will provide a certificate, within seven (7) days of receipt of such request, certifying the name and address of the person to whom a particular Stall or Bicycle/Storage Locker is assigned and the number of the Strata Lot or UD South Strata Lot, as the case may be, to which such Stall or Bicycle/Storage Locker is at the time appurtenant, if any. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Stall or Bicycle/Storage Locker under section 4.01 or 4.02, the Strata Corporation will amend the register accordingly.

#### 4.08 Assignment to Strata Corporation

For greater certainty, a partial assignment of this Lease with respect to a particular Stall or Bicycle/Storage Locker by the Tenant to the Strata Corporation will not have any effect whatsoever on the rights of the

parties to this Lease, or the validity or enforceability of this Lease, with respect to any other Stall or Bicycle/Storage Locker.

#### 4.09 Re-Allocation Stalls.

In this section 4.09, (i) “**Qualified Owner**” means an owner of a Strata Lot where the owner or another occupant of the owner’s Strata Lot resides in such Strata Lot and holds a valid permanent parking permit for disabled persons issued by a program recognized in the Province of British Columbia such as the Social Planning and Research Council of British Columbia (SPARC BC); and (ii) “**Non-Qualified Owner**” means an owner of a Strata Lot who is not a Qualified Owner.

Certain of the Stalls (the “**Accessible Stalls**”) may be designed and constructed to accommodate vehicles driven by disabled persons. If a Qualified Owner holds an interest under this Lease in a Stall that is not an Accessible Stall (a “**Non-Accessible Stall**”), then, provided the Qualified Owner does not hold an interest under this Lease in another Stall that is an Accessible Stall, the Qualified Owner may make a written request that the Strata Corporation exchange the Qualified Owner’s Non-Accessible Stall for an Accessible Stall. Upon receipt by the Strata Corporation of a written request for such an exchange from a Qualified Owner, the Strata Corporation will require that a Non-Qualified Owner who holds an interest under this Lease in an Accessible Stall (if any and to be selected by the Strata Corporation by random draw, or such other means as the Strata Corporation may determine, if there is more than one such Non-Qualified Owner) exchange his or her interest in the Accessible Stall with the Qualified Owner for his or her interest in the Non-Accessible Stall for no consideration (provided that if, immediately prior to such exchange, the Qualified Owner has an interest in more than one Non-Accessible Stall, then the Non-Qualified Owner will be entitled to select which of the Qualified Owner’s Non-Accessible Stalls it wishes to receive in exchange for its interest in the Accessible Stall). Such an exchange will be accomplished by the Non-Qualified Owner partially assigning his or her interest under this Lease in the Accessible Stall to the Qualified Owner, and the Qualified Owner partially assigning his or her interest under this Lease in the Non-Accessible Stall to the Non-Qualified Owner. The Non-Qualified Owner and the Qualified Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule B, and the Strata Corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Qualified Owner and the Non-Qualified Owner to effect such transfer. Any exchange pursuant to this section 4.09 will be on the terms set out in section 4.01. Notwithstanding anything else contained herein, an interest under this lease in an Accessible Stalls may not be transferred or assigned to an owner of a UD South Strata Lot.

### ARTICLE 5. INTENTIONALLY DELETED

### ARTICLE 6. CERTAIN TYPES OF STALLS

#### 6.01 EV Chargers and EV Receptacles.

Owner agrees that Tenant will at all times during the Term have the exclusive use of each electrical vehicle charging station (each, an “**EV Charger**”), if any, and each electrical receptacle outlet (each, an “**EV Receptacle**”), if any, which is appurtenant to each particular Stall. Upon any partial assignment of this Lease by Tenant, or by any subsequent assignee, with respect to a particular Stall to an assignee as contemplated herein from time to time, such assignee will be entitled to the exclusive use of the EV Charger, if any, and EV Receptacle, if any, which is appurtenant to such Stall.

For clarity, an EV Charger or an EV Receptacle is deemed to be appurtenant to a particular Stall for the purposes of this Lease if it is (i) within such Stall or immediately adjacent thereto, (ii) labelled on the Plan as being appurtenant to such Stall or (iii) otherwise designated by the developer of the Development as being for the exclusive use of such Stall.

6.02 Accessible Parking.

If any of the Stalls are Accessible Stalls, then Tenant may (but is not required to) partially assign this Lease and its rights under this Lease in respect of any or all of the Accessible Stalls to the Strata Corporation, and, thereafter, the Strata Corporation will be responsible for facilitating the distribution and use of any such Accessible Stalls by owners and occupants of the Strata Lots.

**ARTICLE 7. ASSIGNMENT TO BENEFICIAL OWNER**

7.01 Assignment to Beneficial Owner.

Following the deposit of the Strata Plan in the Land Title Office and the assumption of Owner's interest in this Lease by the Strata Corporation, Tenant may assign all, but not less than all, of its rights under this Lease to, without limitation, BlueSky Properties (JD North) Inc., as tenant, without the consent of the Strata Corporation, provided that such assignee assumes, in writing, all of the covenants and obligation of Tenant under this Lease and, upon execution thereof, Tenant will be absolutely released from any obligations or liabilities hereunder and no longer entitled to the benefit of any rights hereunder and this Lease will continue in full force and effect and such assignee will be entitled to enjoy and exercise all of the rights of Tenant hereunder.

**ARTICLE 8. MISCELLANEOUS**

8.01 Amendment.

Notwithstanding anything set out herein, the parties may amend and/or restate this Lease from time to time prior to the first conveyance of a Strata Lot to a purchaser thereof, including, without limitation, to revise the Strata Plan to reflect any changes to the Leased Premises.

8.02 Definitions.

Any term defined in the recitals to this Lease will have the same meaning throughout this Lease unless otherwise redefined.

8.03 Enurement.

This Lease will enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

8.04 Registration.

Tenant and any subsequent assignee will not be entitled to register this Lease.

8.05 Severability.

If any provision or a portion of a provision of this Lease is found to be illegal or unenforceable, then such provision or portion will be severed from this Lease and this Lease will be deemed to be so amended, and this Lease will continue in full force and effect subject only to such amendment.

8.06 Counterparts.

This Lease may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.

8.07 Delivery by Electronic Transmission.

Delivery of an executed copy of this Lease by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Lease by such party.

*[Signature page to follow.]*

**IN WITNESS WHEREOF** the parties hereto have executed this Lease by their respective duly authorized signatories effective as of the date first written above.

**BLUESKY PROPERTIES (UD NORTH) INC.**

By:   
\_\_\_\_\_  
Authorized Signatory

**BLUESKY PROPERTIES (UD PARKING) INC.**

By:   
\_\_\_\_\_  
Authorized Signatory



**SCHEDULE A**  
**SKETCH PLAN FOR LEASED PREMISES**

See Attached.

**SKETCH PLAN OF PARKING STRUCTURE OVER PART OF A BUILDING SITUATED ON LOT A, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

SCALE 1:250



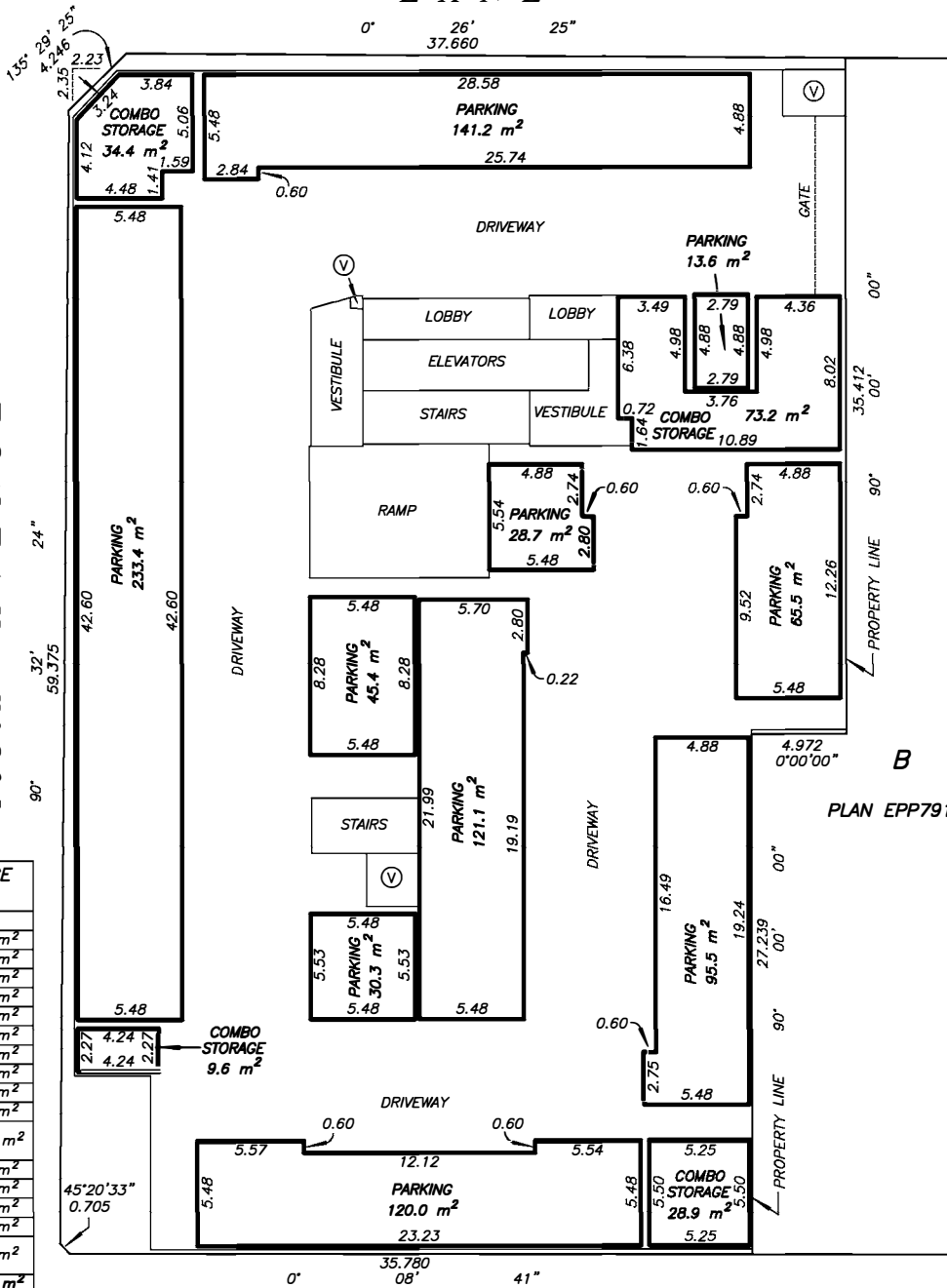
"UNIVERSITY DISTRICT NORTH"  
13428 105th AVENUE  
SURREY, B.C.



**PARKING LEVEL P5**

105th AVENUE

LANE



BOOK OF REFERENCE PARKING LEVEL P5	
LEASE	AREA
PARKING STALLS	141.2 m <sup>2</sup>
PARKING STALLS	13.6 m <sup>2</sup>
PARKING STALLS	233.4 m <sup>2</sup>
PARKING STALLS	28.7 m <sup>2</sup>
PARKING STALLS	65.5 m <sup>2</sup>
PARKING STALLS	45.4 m <sup>2</sup>
PARKING STALLS	121.1 m <sup>2</sup>
PARKING STALLS	30.3 m <sup>2</sup>
PARKING STALLS	95.5 m <sup>2</sup>
PARKING STALLS	120.0 m <sup>2</sup>
TOTAL PARKING STALLS	894.7 m <sup>2</sup>
COMBO STORAGE	34.4 m <sup>2</sup>
COMBO STORAGE	73.2 m <sup>2</sup>
COMBO STORAGE	9.6 m <sup>2</sup>
COMBO STORAGE	28.9 m <sup>2</sup>
TOTAL COMBO STORAGE	146.1 m <sup>2</sup>
<b>TOTAL P5</b>	<b>1040.8 m<sup>2</sup></b>

**LEGEND**

Ⓧ - DENOTES VENT

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # SK30870-52 Revision #1  
FILE # SK30870-52\_R1  
DATE : AUGUST 1 2023

BOOK OF REFERENCE LOT A	
LEASE	AREA
PARKING LEVEL P5	1040.8 m <sup>2</sup>
PARKING LEVEL P4	997.8 m <sup>2</sup>
PARKING LEVEL P3	1016.5 m <sup>2</sup>
PARKING LEVEL P2	899.9 m <sup>2</sup>
PARKING LEVEL P1	336.8 m <sup>2</sup>
<b>TOTAL LOT A</b>	<b>4291.8 m<sup>2</sup></b>

UNIVERSITY DRIVE

**SKETCH PLAN OF PARKING STRUCTURE OVER PART OF A BUILDING SITUATED ON LOT A, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

SCALE 1:250



"UNIVERSITY DISTRICT NORTH"

13428 105th AVENUE  
10468 UNIVERSITY DRIVE  
SURREY, B.C.

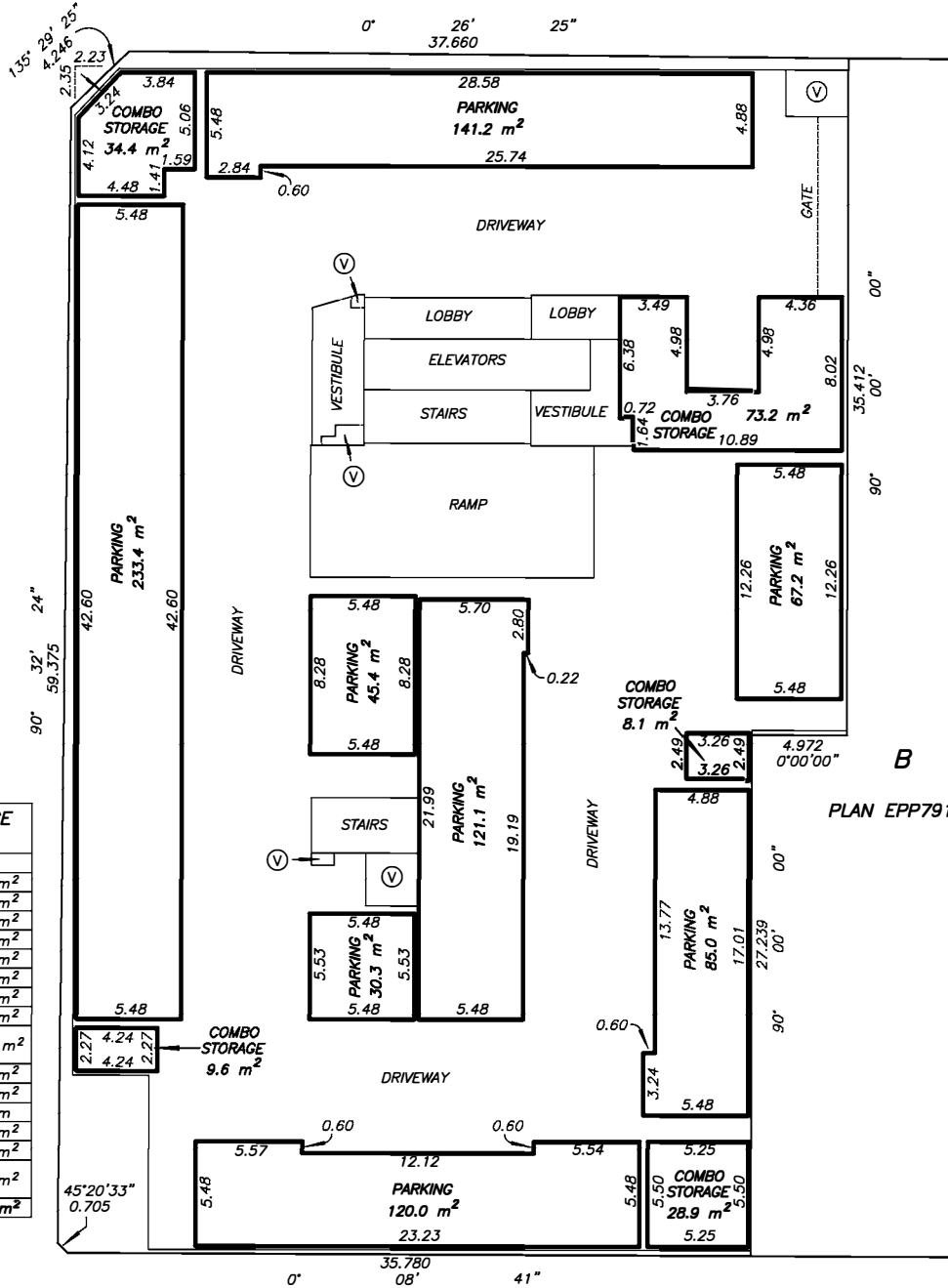


L A N E

**PARKING LEVEL P4**

105th AVENUE

BOOK OF REFERENCE PARKING LEVEL P4	
LEASE	AREA
PARKING STALLS	141.2 m <sup>2</sup>
PARKING STALLS	233.4 m <sup>2</sup>
PARKING STALLS	67.2 m <sup>2</sup>
PARKING STALLS	45.4 m <sup>2</sup>
PARKING STALLS	121.1 m <sup>2</sup>
PARKING STALLS	30.3 m <sup>2</sup>
PARKING STALLS	85.0 m <sup>2</sup>
PARKING STALLS	120.0 m <sup>2</sup>
TOTAL PARKING STALLS	843.6 m <sup>2</sup>
COMBO STORAGE	34.4 m <sup>2</sup>
COMBO STORAGE	73.2 m <sup>2</sup>
COMBO STORAGE	8.1 m <sup>2</sup>
COMBO STORAGE	9.6 m <sup>2</sup>
COMBO STORAGE	28.9 m <sup>2</sup>
TOTAL COMBO STORAGE	154.2 m <sup>2</sup>
<b>TOTAL P4</b>	<b>997.8 m<sup>2</sup></b>



**LEGEND**

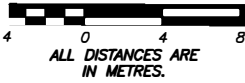
Ⓧ - DENOTES VENT

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # SK30870-52 Revision #1  
FILE # SK30870-52\_R1  
DATE : AUGUST 1 2023

**SKETCH PLAN OF PARKING STRUCTURE OVER PART OF A BUILDING SITUATED ON LOT A, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

SCALE 1:250



"UNIVERSITY DISTRICT NORTH"

13428 105th AVENUE  
10468 UNIVERSITY DRIVE  
SURREY, B.C.

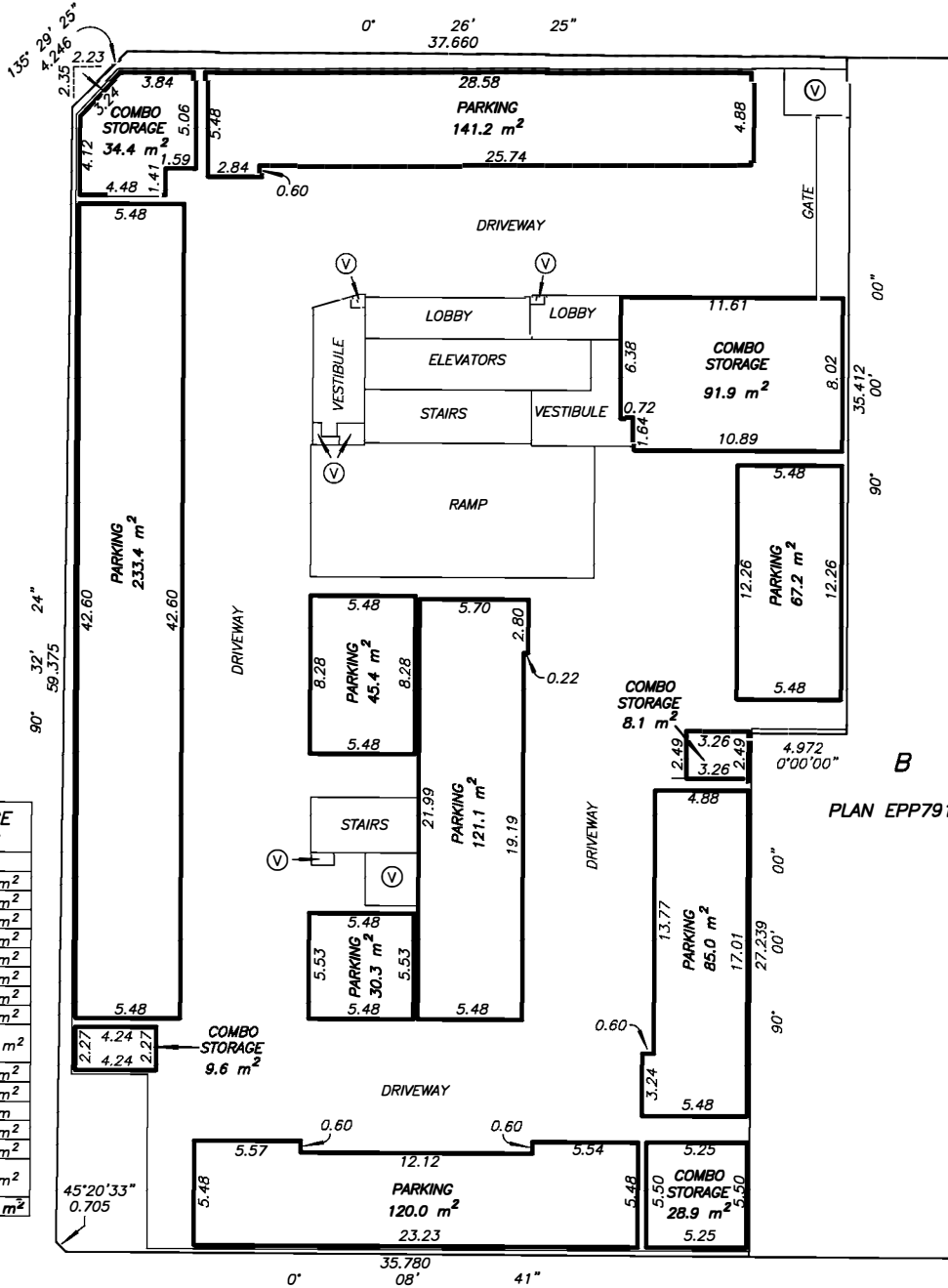


L A N E

0° 26' 25"  
37.660

**PARKING LEVEL P3**

105th AVENUE



BOOK OF REFERENCE PARKING LEVEL P3	
LEASE	AREA
PARKING STALLS	141.2 m <sup>2</sup>
PARKING STALLS	233.4 m <sup>2</sup>
PARKING STALLS	67.2 m <sup>2</sup>
PARKING STALLS	45.4 m <sup>2</sup>
PARKING STALLS	121.1 m <sup>2</sup>
PARKING STALLS	30.3 m <sup>2</sup>
PARKING STALLS	85.0 m <sup>2</sup>
PARKING STALLS	120.0 m <sup>2</sup>
TOTAL PARKING STALLS	843.6 m <sup>2</sup>
COMBO STORAGE	34.4 m <sup>2</sup>
COMBO STORAGE	91.9 m <sup>2</sup>
COMBO STORAGE	8.1 m <sup>2</sup>
COMBO STORAGE	9.6 m <sup>2</sup>
COMBO STORAGE	28.9 m <sup>2</sup>
TOTAL COMBO STORAGE	172.9 m <sup>2</sup>
TOTAL P3	1016.5 m <sup>2</sup>

**LEGEND**

Ⓧ - DENOTES VENT

UNIVERSITY DRIVE

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # SK30870-52 Revision #1  
FILE # SK30870-52\_R1  
DATE : AUGUST 1 2023

**SKETCH PLAN OF PARKING STRUCTURE OVER PART OF A BUILDING SITUATED ON LOT A, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

SCALE 1:250



"UNIVERSITY DISTRICT NORTH"

13428 105th AVENUE  
10468 UNIVERSITY DRIVE  
SURREY, B.C.

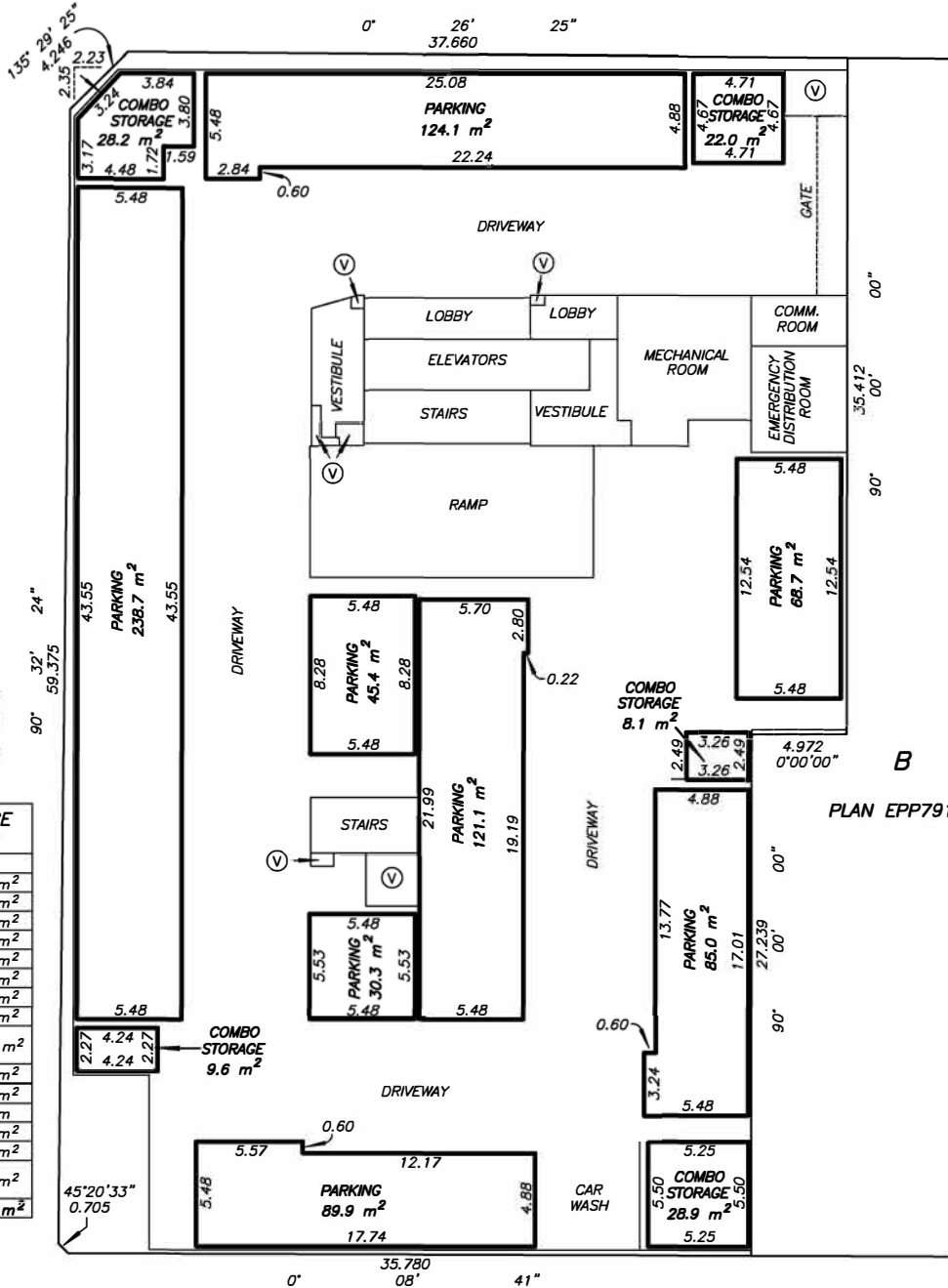


L A N E

0' 26' 25"  
37.660

**PARKING LEVEL P2**

105th AVENUE



BOOK OF REFERENCE PARKING LEVEL P2	
LEASE	AREA
PARKING STALLS	124.1 m <sup>2</sup>
PARKING STALLS	238.7 m <sup>2</sup>
PARKING STALLS	68.7 m <sup>2</sup>
PARKING STALLS	45.4 m <sup>2</sup>
PARKING STALLS	121.1 m <sup>2</sup>
PARKING STALLS	30.3 m <sup>2</sup>
PARKING STALLS	85.0 m <sup>2</sup>
PARKING STALLS	89.9 m <sup>2</sup>
TOTAL PARKING STALLS	803.2 m <sup>2</sup>
COMBO STORAGE	28.2 m <sup>2</sup>
COMBO STORAGE	22.0 m <sup>2</sup>
COMBO STORAGE	8.1 m <sup>2</sup>
COMBO STORAGE	9.6 m <sup>2</sup>
COMBO STORAGE	28.9 m <sup>2</sup>
TOTAL COMBO STORAGE	96.7 m <sup>2</sup>
TOTAL P2	899.9 m <sup>2</sup>

PLAN EPP79101

**LEGEND**

- Ⓧ - DENOTES VENT
- COMM. - DENOTES COMMUNICATION

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE: 604-582-0717

DRAWING # SK30870-52 Revision #1  
FILE # SK30870-52\_R1  
DATE: AUGUST 1 2023

UNIVERSITY DRIVE

**SKETCH PLAN OF PARKING STRUCTURE OVER PART OF A BUILDING SITUATED ON LOT A, BLOCK 5 NORTH, RANGE 2 WEST, N.W.D., PLAN EPP79101**

SCALE 1:250



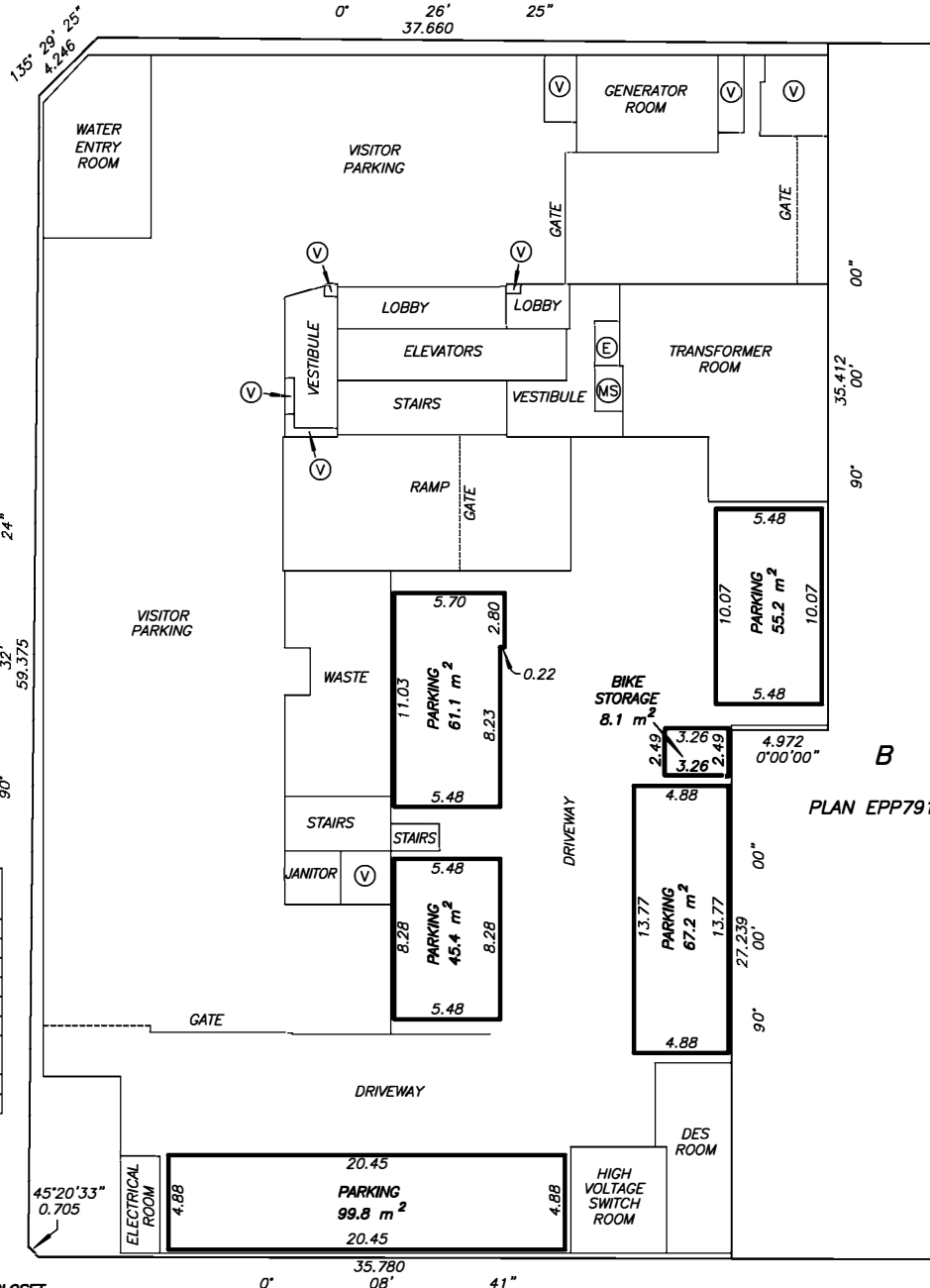
"UNIVERSITY DISTRICT NORTH"  
 13428 105th AVENUE  
 10468 UNIVERSITY DRIVE  
 SURREY, B.C.



L A N E

0' 26' 25"  
 37.860

**PARKING LEVEL P1**



BOOK OF REFERENCE PARKING LEVEL P1	
LEASE	AREA
PARKING STALLS	55.2 m <sup>2</sup>
PARKING STALLS	61.1 m <sup>2</sup>
PARKING STALLS	45.4 m <sup>2</sup>
PARKING STALLS	67.2 m <sup>2</sup>
PARKING STALLS	99.8 m <sup>2</sup>
TOTAL PARKING STALLS	328.7 m <sup>2</sup>
BIKE STORAGE	8.1 m <sup>2</sup>
TOTAL P1	336.8 m <sup>2</sup>

**LEGEND**

- (V) - DENOTES VENT
- (E) - DENOTES ELECTRICAL CLOSET
- (MS) - DENOTES MECHANICAL SPACE

UNIVERSITY DRIVE

SCHEDULE B

**UNIVERSITY DISTRICT NORTH**

**PARKING STALL AND/OR BICYCLE/STORAGE LOCKER ASSIGNMENT**

**BETWEEN:** \_\_\_\_\_ (the "Assignor")

**AND:** \_\_\_\_\_ (the "Assignee")

**RE:** Parking Stall no(s). \_\_\_\_\_ (the "Stall(s)") and/or  
Bicycle/Storage Locker no(s). \_\_\_\_\_ (the "Bicycle/Storage Locker(s)")

As shown on the plan attached to the Parking and Bicycle/Storage Lease (Master Parking/Storage Agreement) dated ♦, 20♦ between BlueSky Properties (UD North) Inc. (the "Owner"), as landlord, and BlueSky Properties (UD Parking) Inc., as tenant, as assigned by the Owner to The Owners, Strata Plan EPS7718, as landlord, on \_\_\_\_\_, 20\_\_\_\_ and as amended and partially assigned from time to time (collectively, the "Lease")

Strata Lot No. \_\_\_\_\_ (Unit No. \_\_\_\_\_) OR

UD South Strata Lot No. \_\_\_\_\_ (Unit No. \_\_\_\_\_)

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment.

The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in the Lease pertaining to the exclusive right to use the Stall(s) and Bicycle/Storage Locker(s) (including, without limitation, the right of access set out in section 1.04 of the Lease and, if applicable, the rights set out in section 7.01 of the Lease) for the balance of the Term (as defined in the Lease). Subject to section 4.02 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation (as defined in the Lease).

2. Compliance.

The Assignee agrees to use and deal with the Stall(s) and Bicycle/Storage Locker(s) in accordance with the terms of the Lease and, subject to the terms of the Lease, in accordance with the bylaws, rules and regulations of the Strata Corporation.

3. Sale or Disposition.

The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Stall(s) and Bicycle/Storage Locker(s) in the circumstances permitted by the Lease.

4. Acknowledgement.

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

5. Enurement.

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. Execution and Delivery.

This Assignment may be executed by the parties in counterparts and transmitted by fax or electronic mail (e-mail) and, if so executed and transmitted, this Assignment will be, for all purposes, as effective as if the parties had executed and delivered and original Assignment.

The parties have executed this Assignment effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee



**EXHIBIT "I"**

**FINAL FORM OF PARTIAL ASSIGNMENT OF MASTER PARKING/STORAGE AGREEMENT**

[See Attached]

# UNIVERSITY DISTRICT NORTH

## PARKING STALL AND/OR BICYCLE/STORAGE LOCKER ASSIGNMENT

**BETWEEN:** \_\_\_\_\_ (the "Assignor")

**AND:** \_\_\_\_\_ (the "Assignee")

**RE:** Parking Stall no(s). \_\_\_\_\_ (the "Stall(s)") and/or  
Bicycle/Storage Locker no(s). \_\_\_\_\_ (the "Bicycle/Storage Locker(s)")

As shown on the plan attached to the Parking and Bicycle/Storage Lease (Master Parking/Storage Agreement) dated August 1, 2023 between BlueSky Properties (UD North) Inc. (the "Owner"), as landlord, and BlueSky Properties (UD Parking) Inc., as tenant, as assigned by the Owner to The Owners, Strata Plan EPS7718, as landlord, on \_\_\_\_\_, 20\_\_\_\_ and as amended and partially assigned from time to time (collectively, the "Lease")

Strata Lot No. \_\_\_\_\_ (Unit No. \_\_\_\_\_) OR

UD South Strata Lot No. \_\_\_\_\_ (Unit No. \_\_\_\_\_)

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment.

The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in the Lease pertaining to the exclusive right to use the Stall(s) and Bicycle/Storage Locker(s) (including, without limitation, the right of access set out in section 1.04 of the Lease and, if applicable, the rights set out in section 7.01 of the Lease) for the balance of the Term (as defined in the Lease). Subject to section 4.02 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation (as defined in the Lease).

2. Compliance.

The Assignee agrees to use and deal with the Stall(s) and Bicycle/Storage Locker(s) in accordance with the terms of the Lease and, subject to the terms of the Lease, in accordance with the bylaws, rules and regulations of the Strata Corporation.

3. Sale or Disposition.

The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Stall(s) and Bicycle/Storage Locker(s) in the circumstances permitted by the Lease.

4. Acknowledgement.

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

5. Enurement.

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. Execution and Delivery.

This Assignment may be executed by the parties in counterparts and transmitted by fax or electronic mail (e-mail) and, if so executed and transmitted, this Assignment will be, for all purposes, as effective as if the parties had executed and delivered and original Assignment.

The parties have executed this Assignment effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

**EXHIBIT "L"**

**FINAL FORM OF AGREEMENT OF PURCHASE AND SALE**

[See Attached]

SUITE / TOWNHOME # \_\_\_\_\_ SL # \_\_\_\_\_

SALESPERSON \_\_\_\_\_



Date: \_\_\_\_\_, 20\_\_

**University District North  
Agreement of Purchase and Sale  
PART 1**

**VENDOR:**

**BlueSky Properties (UD Lands) Inc.;** and **BlueSky Properties (UD North) Inc.**  
1201 – 838 West Hastings Street, Vancouver, British Columbia V6C 0A6

**PURCHASER(S):**

(Circle one) Mr. Miss Ms. Mrs.

(Circle one) Mr. Miss Ms. Mrs.

Full Name: \_\_\_\_\_

Full Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Tel: \_\_\_\_\_ Bus: \_\_\_\_\_

Tel: \_\_\_\_\_ Bus: \_\_\_\_\_

Fax: \_\_\_\_\_ SIN: \_\_\_\_\_

Fax: \_\_\_\_\_ SIN: \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Canadian Citizen/Permanent Resident:**

**Canadian Citizen/Permanent Resident:**

Yes /  No \_\_\_\_\_  
(Country of Citizenship/Residency)

Yes /  No \_\_\_\_\_  
(Country of Citizenship/Residency)

\* If the Purchaser is a corporation, then a copy of a corporate record which sets out the power to bind the corporation must be provided to the Vendor within seven (7) days of the Vendor and Purchaser executing this Agreement of Purchase and Sale.

Unless otherwise defined herein, all terms used in this Agreement of Purchase and Sale will have the meaning ascribed to such terms in the Disclosure Statement (hereinafter defined).

**I/WE THE ABOVE PURCHASER(S) HEREBY OFFER** to purchase: (check one)

Suite # \_\_\_\_\_, 13428 105 Avenue, Surrey, British Columbia,

Townhome # \_\_\_\_\_, 13428 105 Avenue, Surrey, British Columbia,

Townhome # \_\_\_\_\_, 10468 University Drive, Surrey, British Columbia,

being Strata Lot \_\_\_\_\_ Section 22 Block 5 North Range 2 West New Westminster District Strata Plan EPS7718 together with an interest in the common property in proportion to the unit entitlement of the strata lots as shown on Form V (the "Strata Lot") at the price and on the terms and conditions contained herein.

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1.01 PURCHASE PRICE AND DEPOSITS

The purchase price (excluding GST (the "Purchase Price") for the Strata Lot payable in lawful money of Canada is as follows: \$ \_\_\_\_\_

- a) A deposit of 10% of the Purchase Price (the "Deposit"), by way of certified cheque, upon presentation of this Offer to the Vendor; \$ \_\_\_\_\_
b) the balance of the Purchase Price, subject to adjustments described herein (the "Balance") shall be paid on the Completion Date (as hereinafter defined). \$ \_\_\_\_\_

1.02 The Purchase Price includes the following equipment, appliances and furnishings:

- (a) Refrigerator (e) Dishwasher
(b) Oven (f) Microwave
(c) Cooktop (g) Washer and Dryer (which may be a stacked unit)
(d) Hood Fan (h) Window Coverings

1.03 Completion Date: \_\_\_\_\_ (the "Completion Date").

1.04 Possession and Adjustment Dates: See Paragraph 4 of Part 2 attached hereto.

The Purchaser hereby acknowledges to the Vendor that he/she/they:

- [ ] has/have an agency relationship with \_\_\_\_\_ as agent / brokerage (the "Selling Agent"), and \_\_\_\_\_ as his/her/their salesperson and is relying on its Selling Agent for advice in connection with this Agreement of Purchase and Sale and the purchase of the Strata Lot.
[ ] has/have no agency relationship with any agent/brokerage/salesperson and is self-represented in this Agreement.

The Purchaser further acknowledges to the Vendor that the Vendor may, for the benefit of the Vendor, have the Vendor's representatives coordinate with the Purchaser, prepare this Agreement and answer the Purchaser's questions with respect to this Agreement, however, the Purchaser agrees that the Vendor's representatives do not represent the Purchaser, and the Purchaser hereby confirms that he/she/they is/are not relying on the Vendor's representatives for any advice in connection with this Agreement.

The Purchaser acknowledges having received, read and understood prior to entering into this Agreement the brochure(s) published by the British Columbia Financial Services Authority titled "Your Relationship with a Real Estate Professional" and, if the Purchaser has indicated above that the Purchaser is self-represented, "Not a Client? Know the Risks", which have been explained to the Purchaser by the on-site sales representative in its entirety with respect to agency and the risks associated with being a self-represented party.

THE TERMS AND CONDITIONS ATTACHED HERETO AS PART 2 FORM PART OF THIS AGREEMENT. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale will be open for acceptance by the Vendor up to and including \_\_\_\_\_, 20\_\_ and is irrevocable prior to that time and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions herein.

THE PURCHASER HAS EXECUTED THIS AGREEMENT on \_\_\_\_\_, 20\_\_.

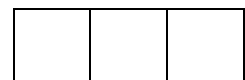
Witness

Purchaser

Witness

Purchaser

THIS AGREEMENT OF PURCHASE AND SALE is accepted by the Vendor on \_\_\_\_\_, 20\_\_.



**BLUESKY PROPERTIES (UD LANDS) INC.**

Per: \_\_\_\_\_  
Authorized Signatory

**BLUESKY PROPERTIES (UD NORTH) INC.**

Per: \_\_\_\_\_  
Authorized Signatory

**VENDOR'S ACKNOWLEDGEMENT OF RECEIPT OF DEPOSIT**

RECEIPT OF \$ \_\_\_\_\_ IS HEREBY ACKNOWLEDGED BY THE VENDOR AS DEPOSIT MONIES PAID BY THE PURCHASER.

**PURCHASER'S ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT AND ALL AMENDMENTS**

The Purchaser hereby acknowledges having received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and having had an opportunity to read a copy of the Disclosure Statement dated October 17, 2018 (the "Initial Disclosure Statement"), and all amendments to disclosure statement filed up to the date hereof, in respect of the Initial Disclosure Statement, including the First amendment to Disclosure Statement dated November 7, 2018, the Second Amendment to Disclosure Statement dated December 4, 2018, the Third Amendment to Disclosure Statement dated June 19, 2019, the Fourth Amendment to Disclosure Statement dated October 7, 2019, the Fifth Amendment to Disclosure Statement dated September 25, 2020, the Sixth Amendment to Disclosure Statement dated August 18, 2022 and Final Amendment to Disclosure Statement dated August 8, 2023 (the "Amendments") (the Initial Disclosure Statement, together with and as amended by the Amendments, are collectively referred to herein as the "Disclosure Statement"). The Purchaser acknowledges to the Vendor that this Agreement shall constitute a receipt by the Purchaser of the Disclosure Statement.

The Purchaser hereby confirms that he/she/they has/have read this Agreement of Purchase and Sale including the attached Part 2 and further confirms that other than the warranties and representations and the terms and conditions contained in writing herein and in the Disclosure Statement, NO REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS MADE BY ANY PERSON OR AGENT SHALL BE BINDING UPON THE VENDOR.

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Purchaser*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Purchaser*

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**Agreement of Purchase and Sale  
PART 2**

1. AGREEMENT

1.1 If this Offer is accepted by the Vendor, the Purchaser agrees to purchase from the Vendor by way of conveyance of the strata lot (the "**Strata Lot**") described in paragraph 2.1 at the price and upon the terms set forth below subject to:

- (a) the exceptions listed in Section 23 of the *Land Title Act* (British Columbia);
- (b) the charges and encumbrances described in the Disclosure Statement; and
- (c) claims of builders' liens where the Vendor's conveyancer (as identified in paragraph 14 of this Agreement of Purchase and Sale, the "**Vendor's Conveyancer**") has undertaken to remove same pursuant to paragraph 6.1 hereof,

(collectively, the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot is part of the building in the "**University District North**" development (the "**Development**"). The Purchaser acknowledges that the Strata Lot includes the items listed in paragraph 1.02 of Part 1. Fixtures, fittings and appliances will be those as viewed by the Purchaser on or before the date the Purchaser executed this Agreement. Display suite furnishings, decoration features and fixtures demonstrated in the model suite(s) are not included and specifically, without limitation, not included are hanging dining and living room light fixtures, built-in wall shelving, decorator wall coverings or wall treatments and draperies.

3. PURCHASE PRICE, DEPOSIT AND PAYMENT

3.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

- (a) subject to the provisions of paragraph 12.0 hereof, the deposit monies in the amounts set out in paragraph 1.0 of Part 1 shall be paid by the Purchaser to the Vendor's appointed agent for holding deposits as identified in paragraph 14 hereof (the "**Stakeholder**") as directed by the Vendor. If the estimated interest to be earned will exceed the Stakeholder's administration costs, the Stakeholder will invest the deposit monies in an interest-bearing trust account with a Canadian chartered bank trust company or credit union with interest to accrue and be paid to the Vendor, except as otherwise expressly provided herein;
- (b) *intentionally deleted*; and
- (c) the balance of the Purchase Price (the "**Balance**") plus or minus adjustments pursuant to paragraph 4.3 hereof shall be paid by the Purchaser to the Vendor's Conveyancer on the Completion Date by way of certified trust cheque or bank draft in accordance with the provisions of paragraph 6.1 hereof.

3.2 Subject to paragraph 3.3 and paragraph 12.0 hereof, the Deposit shall be dealt with as follows:

- (a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit shall form part of and be applied to the Purchase Price and be paid by the Stakeholder to the Vendor. Any interest earned thereon (less the Stakeholder's reasonable administration fee) shall be paid to the Vendor;
- (b) if the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit together with interest accrued thereon (less the Stakeholder's reasonable administration fee) shall be paid by the Stakeholder to the Vendor forthwith; or
- (c) if the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Stakeholder's reasonable administrative fee) shall be paid by the Stakeholder to the Purchaser and the Purchaser shall have no further claim against the Vendor; and

3.3 Notwithstanding the provisions of paragraph 3.2 hereof, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Stakeholder may remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required where the Purchaser is entitled to payment of the interest earned.

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- 3.4 The Vendor and the Purchaser hereby irrevocably authorize the Stakeholder:
- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof, notwithstanding the provisions of Section 18 of the *Real Estate Development Marketing Act* (British Columbia) (“**REDMA**”), and
  - (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Stakeholder with respect to the Deposit.
- 3.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders’ lien claims (the “**Lien Holdback**”) shall be paid on the Completion Date to the Vendor’s Conveyancer in trust. The Lien Holdback shall be held in trust pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable Land Title Office (the “**Land Title Office**”) in connection with work done at the request of the Vendor. The Vendor’s Conveyancer is authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the 55th day after the Strata Lot is conveyed to the Purchaser the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders’ lien claims filed against the Strata Lot of which the Purchaser or the solicitor or notary public for the Purchaser (the “**Purchaser’s Solicitors**”) notifies the Vendor’s Conveyancer in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the lien holdback funds into Court if desired by the Vendor.
- 3.6 Goods and Services Tax (“GST”) and GST New Housing Rebate. The parties agree that GST is applicable on the sale of the Strata Lot to the Purchaser. The parties further agree that the amount of the Purchase Price does not include the GST levied under the Excise Tax Act (Canada) or any other applicable value added tax (“**Other Applicable Taxes**”) and that GST and Other Applicable Taxes are payable by the Purchaser to the Vendor in addition to the Purchase Price. Subject to paragraph 3.6 (c) below, the Vendor agrees to credit to the Purchaser the full amount of the GST new housing rebate (the “**Rebate**”) provided that;
- (a) the Purchaser qualifies for the Rebate;
  - (b) the Purchaser provides to the Vendor, at or prior to the time of closing with:
    - (i) an executed copy of the approved government rebate form (the “**GST New Housing Rebate Form**”) from time to time prescribed for purposes of the Rebate;
    - (ii) a sworn statutory declaration stating that:
      - (A) at the time the Purchaser becomes liable under the Purchase Agreement, the Purchaser is acquiring the Strata Lot for use as the primary place of residence of, and
      - (B) after completion of the transaction, the first person to occupy the Strata Lot as a place of residence under an arrangement for that purpose will be the Purchaser or a “relation” (as that term is defined for purposes of section 254 of the *Excise Tax Act* (Canada) of the Purchaser;
      - (C) together with such other statements required by the Federal and Provincial governments in order to qualify the Purchaser for the Rebate;
    - (iii) an assignment of the Rebate to the Vendor, in form satisfactory to the Vendor; and
    - (iv) any other documents reasonably required by the Vendor in connection with crediting of the Rebate.
  - (c) Reduction and Disallowance of Rebate Claim. The Vendor reserves the right to refuse to credit all or any portion of the Rebate claimed by the Purchaser if the Vendor has reason to believe that the Purchaser is not entitled to the Rebate or that the Rebate amount claimed by the Purchaser exceeds the Rebate to which the Purchaser is entitled. By delivering an executed copy of the GST New Housing Rebate Form to the Vendor, the Purchaser warrants to the Vendor that the Purchaser is eligible for the Rebate claimed in such form in respect of the transaction contemplated by the Purchase Agreement. In the event that the Vendor credits a Rebate to the Purchaser and Canada Revenue Agency, disallows all or any part of the Rebate claim, the Purchaser will immediately, upon receiving a written demand from the Vendor, reimburse such disallowed amount to the Vendor together with any interest, penalty or other amount payable by the Vendor as a result of such disallowance, plus interest thereon at the rate provided in paragraph 10.1(b) of the Purchase Agreement from the date of demand up to the date of payment.

In the event the Purchaser has signed an addendum entitled “Addendum/Amendment Agreement-GST”, such addendum will supersede and replace this paragraph 3.6.

4. COMPLETION, POSSESSION AND ADJUSTMENT DATES

4.1 Completion Date

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The Purchaser will pay the Balance for the Strata Lot subject to customary adjustments on the Completion Date set out in paragraph 1.03 of Part 1 of the purchase and sale of the Strata Lot by way of certified solicitor's trust cheque or bank draft payable to the Vendor's Conveyancer in trust as provided in paragraph 6.

4.2 *Intentionally Deleted*

4.3 Adjustments

The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the strata corporation of which the Strata Lot forms part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot shall be made, as of the Completion Date. If the amount of any such taxes, rates or assessments has been levied in respect of a parcel greater than the Strata Lot, the portion thereof that shall be allocated to the Strata Lot shall be determined by the Vendor by prorating the total amount among all of the Strata Lots in the Development on the basis of the applicable unit entitlement.

4.4 Possession

Provided the Vendor's Conveyancer has received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser shall have possession of the Strata Lot on the day immediately following the Completion Date.

5.0 CONSTRUCTION

5.1 The Vendor affirms the Strata Lot will be covered by a warranty program approved under the *Homeowner Protection Act* as set out in the Disclosure Statement and the Purchaser acknowledges and agrees that such construction warranty coverage is the sole warranty to be provided by the Vendor or any other entity in connection with the Development.

5.2 If required by the Purchaser, the Purchaser and a representative of the Vendor shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies shall be prepared (the "**Inspection List**") and the parties may agree upon the dates by which corrections are to occur. While the corrections noted in the Inspection List are still outstanding, there will be no holdbacks of any portion of the Purchase Price and the Completion Date shall not be extended solely as a result of such deficiencies. The parties shall sign the Inspection List and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot, and agreed that there are no other defects or deficiencies, subject only to the listed corrections in the Inspection List.

5.3 The Purchaser acknowledges and agrees that the Purchaser will accept physical condition of the Strata Lot on an "as is where is" basis, subject only to any corrections expressly noted in the Inspection List (if an Inspection List is signed prior to the Completion Date). For certainty, if an Inspection List has not been signed prior to the Completion Date, the Purchaser will be deemed to have conclusively accepted the physical condition of the Strata Lot on the Completion Date.

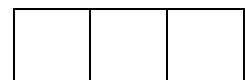
5.4 The Purchaser acknowledges and agrees that the Purchaser will accept any parking stall(s) and any storage locker(s) assigned to the Purchaser by the Vendor on an "as is" basis and will have no claim against the Vendor in respect of any variation in the size, shape or convenience of location of such parking stall(s) and storage locker(s) or any partial obstruction of such parking stall(s) and storage locker(s).

6.0 CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

6.1 Conveyance

It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a Freehold Transfer, in registrable form, and a Statement of Adjustments at least three (3) days prior to the Completion Date. The Purchaser will be responsible for obtaining a Form F Certificate of Full Payment as required under the *Strata Property Act*.

The Vendor and Purchaser agree that on the Completion Date, the Vendor will transfer or, if not registered in its name, cause the title holder to transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge in due course of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser agrees to accept such title and acknowledges and agrees that the Vendor will be using the purchase monies received from the Purchaser to obtain a partial discharge of any Vendor mortgage and security collateral thereto. The Purchaser's Solicitors will pay the balance of the adjusted Purchase Price on the Completion Date by way of certified trust cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitor in trust on their undertaking to pay and discharge the aforesaid charges from title to the Strata Lot and, in the case of a claim of builders lien, on his undertaking to cause same to be discharged within thirty (30) days after the Completion Date. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to



pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

- (a) deposited in trust with the Purchaser's Solicitors the cash balance of the Purchase Price not being financed by the mortgage;
- (b) fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
- (c) made available to the Vendor's Solicitor an undertaking given by the Purchaser's Solicitors to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

6.2 The Purchaser will pay all costs (including the Purchaser's Solicitors' fees and disbursements) in connection with the completion of the sale (including any federal and provincial sales, goods and service tax (GST), value-added, property transfer or other tax (other than income tax)) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and the equipment and appliances included within the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

6.3 The Strata Lot shall be at the risk of the Vendor until and including the date preceding the Completion Date and at the risk of the Purchaser from and including the Completion Date.

7.0 ASSIGNMENT BY PURCHASER

7.1 Assignment

(a) In accordance with section 20.3(1) of REDMA and section 10.2(1) of the Real Estate Development Marketing Regulation, B.C. Reg. 505/2004 (the "**REDMA Regulation**"), the Vendor and the Purchaser agree as follows:

- (i) Without the Vendor's prior consent, any assignment of this Agreement is prohibited.
- (ii) An assignment under REDMA is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
- (iii) Each proposed party to an assignment agreement must provide the Vendor with the information and records required under REDMA.

(b) Pursuant to section 20.3(1) of REDMA and section 10.2(2) of the REDMA Regulation, the Vendor hereby gives notice to the Purchaser of the following:

- (i) Before the Vendor consents to an assignment of this Agreement, the Vendor will be required to collect information and records under REDMA from each proposed party to an assignment agreement, including personal information, respecting the following:
  - a. the party's identity;
  - b. the party's contact and business information;
  - c. the terms of the assignment agreement.
- (ii) Information and records collected by the developer must be reported by the Vendor to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

(c) Without limiting anything set out in the provisions described in paragraphs 7.1(a) and 7.1(b), prior to the Vendor consenting to any assignment of the Agreement, the Purchaser will cause each proposed party to an assignment agreement to give to the Vendor all information and records prescribed pursuant to section 20.3(2) of REDMA and/or section 10.3 of the REDMA Regulation (collectively, the "**Prescribed Information and Records**").

(d) If the Vendor consents to any assignment of the Agreement, the Purchaser will cause the parties to the assignment agreement to forthwith deliver to the Vendor a copy of the written and signed assignment agreement, and the Purchaser acknowledges and agrees that the Vendor may keep and use such copy of the assignment agreement for such purposes as may be required or permitted under REDMA or the REDMA Regulation.

(e) The Purchaser acknowledges and agrees that the Vendor may, at any time and from time to time, (i) file the Prescribed Information and Records, as well as any other information and records regarding the

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purchaser, any assignee or proposed assignee of the Agreement and/or any assignment or proposed assignment of the Agreement, with the administrator designated under the Property *Transfer Tax Act* (British Columbia) and (ii) disclose the Prescribed Information and Records and such other information and records to such persons as may otherwise be required by law.

- (f) Forthwith upon the request of the Vendor, the Purchaser will provide, and will cause any assignee or proposed assignee of the Agreement to provide, such other information and records as the Vendor may require or desire in connection with any assignment or proposed assignment of the Agreement, including information regarding the Purchaser, the assignee or proposed assignee and/or the assignment or proposed assignment of the Agreement. The Purchaser acknowledges that REDMA may be amended from time to time to modify the obligations and requirements, or to impose additional obligations and requirements, of the Vendor and/or the Purchaser with respect to assignments of purchase contracts, and the purchaser covenants and agrees to comply with all such obligations and requirements and to cooperate with the Vendor and promptly comply with all requests of the Vendor in relation to such obligations and requirements. This covenant will survive the completion of the transaction contemplated by this Agreement or the termination of this Agreement.
- (g) Notwithstanding paragraphs 7.1(a) through (f), the Purchaser may only assign the Purchaser's interest in the Strata Lot or in this Agreement or direct the transfer of the Strata Lot to any other or additional party with the prior written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in its sole, absolute and unfettered discretion, and unless the Vendor so consents the Vendor will not be required to convey the Strata Lot to anyone other than the Purchaser named herein.
- (h) If, following the Purchaser's delivery to the Vendor of the Prescribed Information and Records required by the Vendor pursuant to REDMA and the REDMA Regulation, as set out in paragraphs 7.1(b) and (c) above, and thereafter with the consent of the Vendor, the Purchaser assigns the Purchaser's interest in the Strata Lot or this Agreement or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor (i) an assignment fee in the amount of three percent (3%) of the Purchase Price, plus GST and any other applicable taxes (the "**Assignment Fee**"); and (ii) all applicable filing, registration, legal and administration fees (collectively, the "**CSAIR Fees**") to compensate the Vendor for legal, administrative and related costs in connection with registering such assignment in the Condo and Strata Assignment Integrity Register ("**CSAIR**"), except that such handling charge will be reduced to Five Hundred Dollars (\$500.00), plus GST and applicable CSAIR Fees, if the assignee is the Purchaser's spouse, parent, child, grandparent or grandchild.
- (i) Any purchaser seeking the Vendor's consent to an assignment must give the Vendor at least fourteen (14) days' written notice of such request prior to submitting the written form of assignment agreement for the Vendor's consideration and approval which approval may be arbitrarily withheld.
- (j) Without limiting the Vendor's discretion to approve or condition any assignment, the Vendor's consent to an assignment of the Purchaser's interest in this Agreement of Purchase and Sale is subject to the Purchaser satisfying the following conditions:
  - (i) the Purchaser or the assignee has provided to the Vendor the applicable Assignment Fee and CSAIR Fees payable in accordance with paragraph 7.1(h) of this Part 2 in respect of such assignment;
  - (ii) the Purchaser has provided the Vendor with all Prescribed Information and Records in respect of the Purchaser, the proposed assignee and any other party in connection with the Purchaser's request for consent to the assignment which may be necessary in order for the Vendor to consider the request, as determined by the Vendor, including the information and records necessary or desirable to enable the Vendor to fully comply with all requirements of all applicable laws as amended from time to time, including the provisions of REDMA;
  - (iii) the Purchaser has delivered or caused to be delivered to the Vendor any additional documents the Vendor may require from the Purchaser, the proposed assignee and any other party in connection with the Purchaser's request for consent to the assignment; and
  - (iv) the Purchaser, the proposed assignee and any other applicable party have executed and delivered to the Vendor, an assignment and assumption agreement satisfactory to the Vendor in form and content.
- (k) Notwithstanding paragraphs 7.1(a) through (f), the Vendor will not consider any request for consent if:
  - (i) made after that date which is sixty (60) days prior to the Completion Date;
  - (ii) the Vendor has previously consented to an assignment by the Purchaser; or

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- (iii) the Purchaser has not complied with the marketing restrictions set out in paragraph 8.1 hereof.
- (l) No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Agreement or direction of transfer to any other person shall have the effect of releasing the Purchaser from any of the Purchaser's obligations or liabilities hereunder.
- (m) Regardless of whether or not the Vendor consents in writing to an assignment of the Purchaser's interest in the Strata Lot or this Agreement, in accordance with this paragraph 7.1, the Purchaser will not, under any circumstances, assign the Purchaser's interest in this Agreement in a manner that qualifies as an "avoidance transaction" as such term is defined under Section 2.04 of the *Property Transfer Tax Act*.
- (n) The Purchaser hereby releases and shall indemnify the Vendor and the Vendor's directors, officers, agents, employees and representatives (collectively, the "**Released Parties**") against any damages, losses, duties, levies, fees, penalties, costs and expenses that the Released Parties may suffer or incur under any applicable laws including, without limitation, REDMA, the *Property Transfer Tax Act* or any regulation thereunder in connection with an assignment of the Purchaser's interest in this Agreement or otherwise in connection with the transaction contemplated therein and this release and indemnity will not merge on closing and will survive the completion of the transaction contemplated in this Agreement or the termination of this Agreement.
- (o) For greater certainty, and notwithstanding anything else in the provision described in this paragraph 7.1, the notices, terms and conditions in this paragraph 7.1 do not: (i) constitute consent by the Vendor to any assignment of this Agreement; (ii) obligate the Vendor to consent to any assignment of this Agreement; or (iii) derogate from, diminish, limit, amend or affect the Vendor's right to withhold its consent to any assignment of this Agreement in the Vendor's sole discretion in accordance with this Agreement.

8.0 MARKETING

- 8.1 The Purchaser will not advertise or solicit offers from the public with respect to the resale of the Strata Lot by the Purchaser before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld.
- 8.2 The Purchaser agrees that after completion of the conveyance contemplated by this Offer to Purchase and Agreement of Sale he/she shall allow the Vendor (whether by resolution of the Strata Corporation or otherwise) to:
  - (a) maintain professional signage on the common property of the Strata Corporation for the purposes of offering the balance of the Vendor's Strata Lots for sale; and
  - (b) show the common property of the Strata Corporation to prospective purchasers for the purposes of offering the balance of the Vendor's Strata Lots for sale.

and the Purchaser will not do anything to prevent or interfere with the foregoing and will vote in favour of any resolution of the Strata Corporation required to give effect to the foregoing.

9.0 VENDOR'S CONDITIONS

*Intentionally deleted.*

10.0 MISCELLANEOUS

- 10.1 Time of Essence. Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable by the Purchaser hereunder are paid when due, then the Vendor may, at the Vendor's option:
  - (a) terminate this Agreement and in such event the Deposit together with all accrued interest thereon will be absolutely forfeited to the Vendor on account of damages (being the minimum amount of damages the parties agree the Vendor is expected to suffer as a result of such termination), without prejudice to the Vendor's other remedies, including a right to recover any additional damages; or
  - (b) elect to extend the time for completion and complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 3% per annum above the annual rate of interest designated by the Vendor's principal bank as its "prime rate", as that rate changes from time to time, such interest to be calculated daily from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subsection (b) the Vendor may thereafter elect to terminate this Agreement pursuant to subsection (a) or permit a further extension pursuant to subsection (b).

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10.2 Condition Removal

Notwithstanding anything herein contained to the contrary if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions then the conditions shall be set out in an Addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser require the Purchaser to either satisfy or waive the satisfaction of all conditions by delivering written notice within twenty-four (24) hours from the time the Vendor gives notice to the Purchaser. If such written waiver is not received within such time, then this Agreement shall terminate and the Deposit together with all accrued interest thereon (if any) less the Stakeholder's reasonable administration fee shall be promptly refunded to Purchaser.

10.3 Notices and Tender. Any notice to be given to the Purchaser, including any amendment to the Disclosure Statement, will be well and sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address or the Purchaser's Solicitors at their offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by telecopy or electronic mail ("**e-mail**") to the Purchaser's Solicitors at their office or to the Purchaser. The Purchaser does hereby expressly consent to the delivery by e-mail of any notices and documents, including any amendment to the Disclosure Statement. Such notice shall be deemed to have been received if so delivered or transmitted by telecopy or by e-mail, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address and telecopy number or e-mail address (if any) for the Purchaser will be as set out above or such other address or telecopy number or e-mail address the Purchaser has last notified the Vendor in writing. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Conveyancer in the same manner, and shall be deemed to have been received, as provided for in the preceding provisions of this section, mutatis mutandis. Any documents or money to be tendered on the Vendor shall be tendered by way of certified funds or bank draft and shall be delivered at the Purchaser's expense to the Vendor or the Vendor's Conveyancer.

10.4 Governing Law. This Offer, the Agreement of Purchase and Sale resulting from the acceptance of this Offer and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Offer and the validity, existence and enforceability hereof.

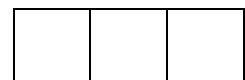
10.5 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties shall be deemed to have been given at the same time to each other such party.

10.6 Execution of Counterparts and Delivery of Telecopied Agreement. This Agreement may be executed by the parties in counterparts or transmitted by telecopy, or both, and if so executed and delivered, or if so transmitted, or if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had executed and delivered to one another a single original agreement.

10.6.1 Electronic Signatures: Pursuant to the *Electronic Transactions Act*, the parties agree that any offer, counter offer and/or acceptance in connection with the parties entering into this Offer to Purchase and Agreement of Purchase and Sale and all communications, acknowledgments and receipts in connection therewith or contemplated hereunder and in connection with compliance with REDMA may be in electronic form and satisfied by an electronic signature.

10.6.2 Personal Information. The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the Vendor, the Vendor's agents, solicitors, affiliates and service providers of personal information about the Purchaser and the Vendor for all purposes consistent with the transaction contemplated herein including: (a) to complete the transaction contemplated by this Agreement; (b) to invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws; c) to facilitate the management of the Development; (d) to market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects; (e) to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and regulations, rules and policies thereunder or relating thereto and other applicable laws and (f) to disclose such personal information to the Vendors affiliates, assignees, business partners, bankers, lawyers, accountants and other advisors and consultant in furtherance of the foregoing purposes.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents, and the Vendor's Solicitors, promptly upon request, any additional personal or other information not referred to herein that is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and regulations, rules and policies thereunder or relating thereto, and the Purchaser acknowledges that the foregoing consent applies to any such personal or other information.



- 10.7 Residency of Vendor. The Vendor represents and warrants to the Purchaser that it is a resident of Canada within the meaning of the *Income Tax Act* of Canada.
- 10.8 Urea Formaldehyde. To the best of the Vendor's knowledge, the Strata Lot is free of urea formaldehyde foam insulation.
- 10.9 Contractual Rights. This Offer and the agreement that results from its acceptance creates contractual rights only and not any interest in land and is not registrable in any land title office.
- 10.10 Further Assurances. The parties hereto shall do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Agreement.
- 10.11 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

11.0 ISSUANCE OF BUILDING PERMIT/FINANCING

*Intentionally deleted.*

12.0 DEPOSIT PROTECTION CONTRACT UNDER REAL ESTATE DEVELOPMENT MARKETING ACT

Under section 19 of the *Real Estate Development Marketing Act*, a developer who desires to use for the developer's own purposes a deposit the developer has placed with a trustee under section 18 of the *Real Estate Development Marketing Act* may, by entering into a deposit protection contract in relation to that deposit, obtain the deposit from that trustee and use that deposit only for the developer's own purposes. Section 10 the Real Estate Development Marketing Regulation provides that if a developer enters into a deposit protection contract, the developer must provide notice of the deposit protection contract to a purchaser including the following information in the disclosure statement: (i) the name and business address of the insurer; (ii) the name of the developer who entered into the deposit protection contract; and the date on which the insurance takes effect.

In accordance with the foregoing, the Vendor hereby provides notice to the Purchaser(s) that: (i) on or about December 5, 2018, the Vendor entered into a deposit protection contract with Aviva Insurance Company of Canada ("**Aviva**"); and (ii) on or about May 8, 2019, the Vendor entered into a second supplemental commitment letter with Aviva, which amends the deposit protection contract by, among other things, adding BlueSky Properties (UD South) Inc. as a party to the deposit protection contract, in its capacity as the beneficial owner of the neighbouring development "University District South". The details of such deposit protection contract, and amended deposit protection contract, pursuant to Section 10 of the REDMA Regulation are as follows, as more particularly described in the Disclosure Statement:

Name and Address of Insurer:	Aviva Insurance Company of Canada
Name of Developer who entered into Deposit Protection Contract:	Bluesky Properties (UD Lands) Inc.; and Bluesky Properties (UD North) Inc.
Date on which insurance takes effect:	On or after December 5, 2018
Name of Developer who entered into Amended Deposit Protection Contract:	Bluesky Properties (UD Lands) Inc.; Bluesky Properties (UD North) Inc.; and BlueSky Properties (ID South) Inc.
Date on which insurance takes effect:	On or after May 8, 2019
Name of Trustee:	Spagnuolo & Company LLP

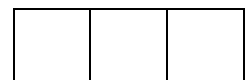
13.0 CORPORATE PURCHASER

If the Purchaser hereunder is a corporation, the Purchaser will cause one or more of its individual principals to enter into the Vendor's form of Indemnity Agreement concurrently with the Purchaser's execution of this Agreement of Purchase and Sale.

14.0 STAKEHOLDER AND VENDOR'S CONVEYANCER

- 14.1 For the purposes of this Agreement of Purchase and Sale the "Stakeholder" and the "Vendor's Conveyancer", shall be:

Spagnuolo & Company LLP  
#300 – 906 Roderick Avenue  
Coquitlam, B.C. V3K 1R1  
Phone: 604-527-4242  
Fax: 604-527-8976



**EXHIBIT "M"**

**FINAL MANAGEMENT AGREEMENT**

[See Attached]



**AGENCY AGREEMENT**

THIS AGREEMENT dated for reference as of the 2nd day of August 2023.

BETWEEN:

**THE OWNERS, STRATA PLAN EPS 7718 – “UNIVERSITY DISTRICT NORTH TOWER”,** a Strata Corporation constituted under the laws of British Columbia and having its address at 13428 105 Ave Surrey, BC & 10468 University Drive Surrey, BC

(hereinafter called the “**Strata Corporation**”)

OF THE FIRST PART

AND:

**TRIBE MANAGEMENT INC.;** a company incorporated under the laws of the Province of British Columbia with offices at #1606-1166 Alberni Street, Vancouver, BC V6E 3Z3

(hereinafter called the “**Agent**”)

OF THE SECOND PART

WHEREAS:

- A. The Strata Corporation is responsible for the control, management, maintenance and administration of the common property and common assets of the Strata Corporation and all personnel, operations, business and activities associated with or carried on in the Strata Plan.
- B. Subject to the Act and the Bylaws, the Strata Council must exercise the powers and perform the duties of the Strata Corporation, including the enforcement of the Bylaws and Rules.
- C. The Agent has agreed to provide certain services to the Strata Corporation.
- D. The Strata Corporation has agreed to contract with the Agent for the purposes of providing the services described in this Agreement.

WITNESS THEREFORE that in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged) and in consideration of the mutual promises contained herein, the parties agree, one with the other, as follows:

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## Definitions

1. In this Agreement, the following terms shall have the following meanings:
  - 1.1 **“Act”** means the *Strata Property Act* and amendments thereto and any regulations adopted pursuant to the Act;
  - 1.2 **“Agent”** means the strata property agency brokerage described on page 1 of this Agreement;
  - 1.3 **“Agent’s Fees”** means the fees payable to the Agent pursuant to Clause 5.2 of this Agreement;
  - 1.4 **“Agreement”** means this agreement, including any schedules attached to this agreement, and any amendments to this agreement;
  - 1.5 **“Bylaws”** means the bylaws adopted by the Strata Corporation and in effect from time to time;
  - 1.6 **“CRT”** means the Civil Resolution Tribunal of British Columbia;
  - 1.7 **“Laws”** means all applicable restrictive covenants, zoning ordinances and building codes, health, environmental and safety laws and regulations, and other municipal, provincial and federal laws, statutes, ordinances, rules, regulations, orders, civil resolution tribunal decisions and court decisions;
  - 1.8 **“Meetings”** means all Strata Council meetings and Strata Corporation general meetings;
  - 1.9 **“Owners”** means the owners of strata lots included in the Strata Plan;
  - 1.10 **“PIPA”** means the *Personal Information Protection Act and amendments thereto and any regulations adopted pursuant to the Personal Information Protection Act*;
  - 1.11 **“RESA”** means the *Real Estate Services Act* and amendments thereto and any regulations or rules adopted pursuant to the *Real Estate Services Act*;
  - 1.12 **“Rules”** means the rules of the Strata Corporation made pursuant to sec. 125 of the Act from time to time;
  - 1.13 **“Section”** means a section of the Strata Corporation created pursuant to Part 11 of the Act;

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- 1.14 “**Strata Corporation**” means the strata corporation described on page 1 of this Agreement;
- 1.15 “**Strata Council**” means the strata council of the Strata Corporation;
- 1.16 “**Strata Plan**” means the strata plan filed in the Land Title Office that created the Strata Corporation; and
- 1.17 “**Tax**” means the Goods and Services Tax as may be applicable under the *Excise Tax Act* and the Provincial Sales Tax as may be applicable under the *Provincial Sales Tax Act* and any other applicable tax in replacement or substitution therefor that is applicable to the services provided under this Agreement.

#### Exclusive Appointment

2. Commencing on the Commencement Date set out in item 1 of Schedule A attached to this Agreement, the Strata Corporation appoints the Agent as its sole and exclusive Agent to provide services to the Strata Corporation upon the terms and conditions contained in this Agreement. The Agent agrees to provide the services in a diligent and honest manner, subject to the direction of the Strata Council and the terms of this Agreement.

#### Agent's Agreement

3. The Agent hereby covenants and agrees with the Strata Corporation as follows:

#### General

- 3.1 Agent Services - To furnish the services of the Agent as agent for the Strata Corporation in assisting the Strata Council in managing the business affairs of the Strata Corporation;
- 3.2 Administration - To assist the Strata Council with its administration of the common property and common assets of the Strata Corporation at the direction of the Strata Council;
- 3.3 Strata Corporation's Performance - To assist the Strata Council with the performance of all obligations required to be performed by the Strata Corporation pursuant to the Act and agreements entered into between the Strata Corporation and any other person, firm or corporation in respect of the business affairs of the Strata Corporation;
- 3.4 Staffing - To designate a representative of the Agent to be the principal contact person between the Agent and the Strata Corporation;

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## Financial

- 3.5 Strata Fees - To receive and record all strata fees, special levies, user fees, contributions to the contingency reserve fund, and other revenues and amounts due to the Strata Corporation;
- 3.6 Unpaid Strata Fees - Upon specific instructions of the Strata Council, demand and attempt to lawfully recover strata fees, contingency reserve fees, special levies or user fees and any and all other monies from time to time payable by Owners to the Strata Corporation.
- To assist the Strata Council in the collection of unpaid monthly strata fees, special levies, user fees, contributions to the contingency reserve fund and any other monies due to the Strata Corporation. Such assistance may include, with the direction of Strata Council, and the charge of a fee in the amount set forth in item 12 of Schedule A:
- (a) the signing, filing and delivering of certificates of liens, receipts, certificates and acknowledgements; and
- (b) working with the Strata Corporation's legal counsel in taking legal or other enforcement action;
- 3.7 Annual Budget - To annually furnish an estimate of revenues and expenses in order to assist the Strata Council in determining the appropriate amount of contribution to be paid by each Owner towards operating expenses and the contingency reserve fund as part of the budgeting process required by the Act;
- 3.8 Accounting Statement - To provide the Strata Council with a monthly accounting statement of receipts, disbursements, expenses and charges;
- 3.9 Miscellaneous Accounting Functions – To provide accounting functions requested by the Strata Corporation and/or Strata Council that are not included elsewhere in this Agreement. For example, calculations related to shared expenses and to charge a fee for such services in the amount set forth in item 2 of Schedule A.
- 3.10 Bank Statement - To provide the Strata Council with a copy of each monthly bank statement for each trust account and a reconciliation of same within 6 weeks after the end of the month to which the statement relates;
- 3.11 Expenditures - Provided funds are available and subject to the Strata Council's authorization where required, to pay from the Strata Corporation's funds in a timely fashion all charges, expenses and outgoings payable by or chargeable to the Strata Corporation;

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- 3.12 Payroll Accounts - If necessary, to provide payroll accounting for Strata Corporation employees either directly or through a third party service provider and to charge a fee for such services in the amount set forth in item 3 of Schedule A;
- 3.13 Strata Corporation's Monies - To deposit all receipts of the Strata Corporation into the appropriate trust account(s) in accordance with the provisions of RESA, such trust accounts to be separate from the Agent's corporate accounts and deposited with an institution qualified to engage in the credit union, banking or trust business. To withdraw funds from or transfer funds between such accounts as may be appropriate. The Agent may transfer such monies between accounts and pooled trust accounts as permitted by RESA and may invest the Strata Corporation's funds as directed by the Strata Council and as permitted under RESA and section 95 of the Act;

### Trust Accounts

- 3.14 Maintenance of Trust Accounts - To maintain at least one separate trust account for operating expenses in the name of the Strata Corporation;
- 3.15 Contingency Reserve/Special Levy Trust Accounts - To maintain separate trust accounts and sub-accounts for contingency reserve money and special levy money;
- 3.16 Statutory Review of Books - To keep full and detailed books and to make the books available for the annual review of books maintained by the Agent as required by the Real Estate Council of BC pursuant to RESA, and to charge the fee specified in item 1 of Schedule B, whether or not the Strata Corporation's books are in fact reviewed in whole or in part;
- 3.17 Strata Corporation's Audit – To keep full and detailed books and if directed by the Strata Corporation, to arrange for an outside accountant to conduct an audit or review engagement of the books at the Strata Corporation's cost. The Agent shall charge a fee specified in item 4(c) of Schedule B for supervising the independent audit or review engagement;
- 3.18 Signing Authority - To ensure that the signing authority of the Agent for the operating fund trust account and/or pooled trust accounts includes at least one managing broker of the Agent. If contingency reserve and/or special levy trust accounts are maintained, two signing authorities shall be required for any transfer of funds, which signing authority may be any two of the following: a managing broker, a licensee, director, officer or accountant of the Agent. In any event, such execution must be at the direction of the Strata Council.

### Meetings/Attendances

- 3.19 Meetings - To arrange for a representative of the Agent to attend at a mutually agreed time and date, up to the number of Meetings per year set forth in item 5 of Schedule A

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attached hereto. The Agent's attendance over and above the number of Meetings specified in item 5 of Schedule A, or attending at any Meeting of a duration longer than the number of hours specified in item 6 of Schedule A, shall be mutually agreed upon by the parties and the Agent shall be entitled to charge the additional fees shown in Clauses 5.2(b) or 5.2(c) as applicable;

- 3.20 Other Attendances - To arrange for a representative of the Agent to attend at a mutually agreed time and date to attendances requested by the Strata Council including but not exhaustively information meetings, committee meetings, arbitrations, mediations, court hearings and other attendances requested by the Strata Council;

### Strata Council

- 3.21 Strata Council - To consult and communicate with and advise the Strata Council in regard to the performance of any of the Strata Council's obligations under the Act. The Agent shall act upon the direction of the Strata Council;

### Records

- 3.22 Records - To keep full and detailed records of the transactions of the Strata Corporation;
- 3.23 Owner/Tenant's Registry - To maintain a registry of all Owners and tenanted strata lots;
- 3.24 Preparation and Retention - In compliance with section 35 of the Act and at the direction of the Strata Council,
- (a) prepare the records required by section 35(1) of the Act;
  - (b) retain the records required by section 35(2) of the Act, including the owner registry (save and except any of the prescribed documents not provided to the Agent by the Strata Corporation and any other documents listed in Schedule B), if applicable; and
  - (c) retain the records for such time as required by RESA and section 35(3) of the Act;
- 3.25 Inspection of Records - In compliance with section 36 of the Act, PIPA and at the direction of the Strata Council, make available for inspection to an Owner the Strata Corporation's documents, accounts and records which the Agent may have and must be produced pursuant to section 36. At the direction of the Strata Council, the Agent may redact records made necessary by the application of PIPA. The Agent shall charge an hourly fee in the amount specified in 7 of Schedule A the time spent redacting and supervising the inspection of such records. Any such material shall be made available to any Owner, after first receiving reasonable notice from the owner in accordance with the Act, of their intention to inspect the records at the office of the Agent. Subject to compliance with the Act, electronic records may be retained outside British Columbia or

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Canada, in which case they may be subject to the laws of the jurisdiction in which such records are located;

- 3.26 Use and Disclosure of Strata Corporation Information and Personal Information of Owners - Subject to PIPA, collect, use and disclose information respecting the Strata Corporation, including personal information respecting any Owner for any and all purposes related to the management, maintenance and administration of the Strata Corporation, and provide to a third party documentation and information as required by the Act to facilitate the sale of any strata lot;
- 3.27 Minutes - At the request of the Strata Council, to prepare minutes for meetings at which the Agent is in attendance, and provide the minutes of Strata Council meetings and general meetings of the Strata Corporation pursuant to the terms and conditions of this Agreement and as required by the Act and the Bylaws;
- ~~3.28 Correspondence - Subject to payment of a fee by the Strata Corporation based upon limits on the number of communications as noted in Clause 5.2(j) of this Agreement, to receive and respond to all correspondence as directed by the Strata Council;~~
- 3.29 Forms - At the direction of the Strata Council, prepare, sign, file and deliver necessary statutory forms, including Form B, F and G certificates, Form H acknowledgements, and Forms I, L, M, N and X. The Agent acknowledges that the Act's regulations restrict the amount that can be charged to the person requesting forms such as Form B's and F's. The Agent shall be entitled to retain the fees and disbursements it charges such Owners, proposed purchasers, lenders, real estate licensees, lawyers or notaries. Due to liability concerns and workload factors, the Agent shall charge the Strata Corporation for preparing, signing, filing and delivering the necessary statutory forms an additional amount as noted in Clause 5.2 of this Agreement;

### Bylaws and Rules

- 3.30 Bylaws and Rules - To familiarize itself with RESA, the Act and the Strata Corporation's Bylaws and Rules;
- 3.31 Bylaws and Rules Enforcement - To assist with the enforcement of the Bylaws and Rules and, if so directed by the Strata Council, at the expense of the Strata Corporation assist in any action to enforce or stop any breach or infraction of the Bylaws and Rules;
- 3.32 Fines - At the direction of the Strata Council and expense of the Strata Corporation, to provide section 135 of the Act letters and notices of fines levied by the Strata Council and provide necessary follow up enforcement;
- 3.33 Liens - At the direction of the Strata Council and expense of the Strata Corporation, to prepare, sign, file and remove section 116 liens against delinquent Owners in accordance with the Act and to provide necessary enforcement. The Agent may charge a

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fee for the administration involved or the collection of receivables as specified in item 2 of Schedule B and charge back such fee to the Owner;

### Insurance

- 3.34 Property Insurance - To assist the Strata Corporation to place and maintain adequate property, liability, equipment breakdown and other insurance required from time to time and obtain quotes for insurance appraisals. All insurance appraisal costs and premium costs shall be expenses of the Strata Corporation. The Agent shall not be liable for any negligence of any such insurance agent or the insurance appraiser;
- 3.35 E&O Insurance - Upon the direction of the Strata Council, to assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance;
- 3.36 Liability Insurance - To assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, comprehensive general liability insurance having a minimum coverage in the amount of \$2,000,000.00 or such greater amount as may be directed by the Strata Council. Such insurance policy shall list the Agent as an additional insured and shall be applicable to any indemnification of the Agent by the Strata Corporation as required under this Agreement;
- 3.37 Availability of Insurance - When assisting the Strata Corporation in obtaining insurance, the Agent shall attempt to obtain such insurance on commercially reasonable terms. The Agent shall not be liable if such insurance is not available at all or if it is not available on commercially reasonable terms and the Strata Council elects not to maintain any or all such insurance;
- 3.38 Agent's Insurance - The Agent shall maintain such insurance for itself as is required by RESA;

### Maintenance and Services

- 3.39 Contractors and Employees - To facilitate the work of contractors, suppliers or employees. Whenever directed by the Strata Council or the Agent deems it advisable or necessary, the Agent shall hire or discharge contractors, suppliers or employees on behalf of the Strata Corporation. It is agreed and understood that all such employees and independent contractors shall be paid by the Strata Corporation and deemed to be employees and independent contractors of the Strata Corporation and not of the Agent. It is agreed that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent contractors;
- 3.40 Contracts - To arrange for contracts in the name of the Strata Corporation, to the extent the Agent's policies permit it to sign such contracts, in respect to the common property and common assets, for electricity, gas, fuel, water, telephone, janitorial services,

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window cleaning, landscaping, garbage disposal, vermin extermination and other services or such of them as directed by the Strata Council. To monitor and negotiate renewal or replacement of such contracts;

- 3.41 Supplies - Subject to the limits expressed by the Strata Council, to place orders for and purchase, in the name of the Strata Corporation, all such equipment, tools, appliances, materials and supplies as is necessary to properly equip and maintain the common property and common assets of the Strata Corporation;
- 3.42 Emergency Services - To use commercially reasonable efforts to maintain a 24-hour emergency contact service such that the Strata Council or Owners can contact the Agent with respect to matters affecting life or property damage. The Strata Corporation acknowledges that such services may not be available in the event of a major regional emergency;
- 3.43 Limitations on Expenses – The Agent is authorized to spend the Strata Corporation’s money without further authorization provided the Agent complies with the provisions of the Act and their fiduciary duties under RESA. For further explanation, the Agent agrees to obtain the approval of the Strata Council to all expenditures in accordance with the Act and the Bylaws, other than: (a) expenses contained in the approved annual budget; (b) recurring operating charges; (c) emergency repairs in excess of the maximum amount established by the Bylaws, if such expenditures are necessary in the opinion of the Agent to protect the common property and common assets of the Strata Corporation from damage or to maintain common services to occupants of any one or more strata lots; or (d) expenditures necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise, pursuant to section 98(3) of the Act;

#### Proceedings

- 3.44 Legal Proceedings – To assist in resolving disputes involving the Strata Corporation as directed by the Strata Council, by recourse to the appropriate authority, including legal proceedings, arbitration, mediation, small claims court, human rights tribunal, CRT, internal appeals and residential tenancy disputes;
- 3.45 Legal Counsel – Any provision in this Agreement allowing the Agent to take legal action on behalf of the Strata Corporation shall mean, where appropriate or required, taking legal action through the Strata Corporation’s legal counsel;
- 3.46 Owner’s Defaults - Subject to the direction of the Strata Council, to sign and give notices to Owners of any defaults in any obligations of such Owners to repair or to maintain their strata lots or limited common property in a timely fashion;
- 3.47 Compliance with Notices or Orders - To notify the Strata Council of any notices or orders of any competent public authority requiring repairs to be done in respect of the common property and common assets, or any part thereof, and to notify the Owners of

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individual strata lots that they must in a like manner comply with such notices or orders in regard to their own individual strata lots;

- 3.48 Compliance with Laws - To assist the Strata Council in taking such action on behalf of the Strata Corporation as the Strata Council may direct, in order for the Strata Corporation to comply promptly with any and all orders or requirements affecting the Strata Corporation made by any governmental body or agency having authority or orders of any Fire Marshall, or board of fire underwriters or similar body;

Other

- 3.49 Fees, Rebates or Discounts - Not to collect or charge any undisclosed fee, rebate or discount, and if any such fee, rebate or discount should be received by the Agent that fee, rebate or discount will be held in trust for and credited to the account of the Strata Corporation.

Agent's Authorization

- 4. The Agent shall be deemed the agent of the Strata Corporation and to enable the Agent to effectively perform its services under this Agreement the Strata Corporation hereby appoints the Agent as its agent to perform the services provided for in this Agreement and as directed by the Strata Council.

Strata Corporation's Agreement

- 5. The Strata Corporation covenants and agrees:
  - 5.1 Indemnity - To save the Agent harmless from any and all claims, damages, costs and liability incurred in connection with the services provided to the Strata Corporation and, without limiting the generality of the foregoing, to indemnify and save the Agent harmless from all claims, damages, costs and liability whatsoever incurred by the Agent in performing its responsibilities hereunder and to protect the Agent against any and all such claims, damages, costs, and liability in the same manner and to the same extent as the Strata Corporation, unless such claim, damage, cost or liability is caused by the gross negligence or wilful misconduct of the Agent;
    - 5.1(a) That the Agent may receive from persons or parties, other than the Strata Corporation, without further specific disclosure, invitations as disclosed in Schedule C to this Agreement.
  - 5.2 Agent's Fees - To pay to the Agent the following fees:
    - (a) a fee in advance each and every month during the term of this Agreement, in the amount and on the day specified in item 8 of Schedule A;

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- (b) an additional fee in the amount specified in item 9 of Schedule A, for each additional Meeting over the number specified in Clause 3.19 and item 5 of Schedule A;
- (c) an additional hourly fee in the amount specified in item 10 of Schedule A for each hour of attendance at any Meeting longer than the hours specified in Clause 3.19 and item 6 of Schedule A;
- (d) an additional hourly fee specified in item 11 of Schedule A for attending information meetings, committee meetings, arbitrations, mediations, court hearings, or other attendances requested by the Strata Council;
- (e) an additional fee specified in item 12 of Schedule A for assisting with litigation or other methods of dispute resolution involving the Strata Corporation including CRT matters;
- (f) an additional fee specified in Schedule B for special projects and/or major renovations, as determined by the size and nature of the special project and/or major renovations;
- (g) an additional fee in the amount specified in item 13 of Schedule A, per strata lot for each month of depositing and processing of special levies, including the refund of a special levy pursuant to section 108 (5) or the distribution of operating funds from other sources;
- (h) an additional fee in the amount specified in item 14 of Schedule A, per strata lot for each month that the strata fees need to be adjusted due to the timing of the passing of the budget and the occurrence of the fiscal year end;
- (i) an additional hourly fee in the amount specified in item 7 of Schedule A for the time spent redacting and supervising the inspection of section 35 of the Act records;
- ~~(j) an additional fee for preparation and receipt of correspondence, including exchanges of emails, that are in excess of the number specified in Schedule B;~~
- (k) an additional fee for preparing, signing, filing and delivering necessary statutory forms requested by a third party in the amount specified in item 15 of Schedule A;
- (l) an additional hourly fee in the amount specified in item 16 of Schedule A for assisting the Strata Corporation in any redevelopment, including but not exhaustively, cancellation of the Strata Corporation. The Strata Corporation acknowledges that such assistance might include, but not exhaustively, meetings with realtors, meetings with potential developers, meetings with lawyers, meetings with liquidators, arranging general meetings and information meetings of the Strata Corporation, swearing affidavits and attending court hearings;
- (m) an amount or amounts that reimburse the Agent for all expenses incurred by the Agent on behalf of the Strata Corporation including, but not exhaustively, legal fees incurred in order to protect the Strata Corporation or the Agent in carrying out the services noted in this Agreement;

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- (n) an additional fee for preparing and delivering correspondence unrelated to instructions from the Strata Council including, but not exhaustively, energy rebate applications, rental applications and letters to a municipal or regulatory authority to assist with the retrieving of records for renovations, in the amount specified in item 17 of Schedule A;
  - (o) such additional fees as are provided for in Schedule B, or as may be agreed upon in writing from time to time;
  - (p) together with any applicable Tax payable on such fees or related disbursements.
- 5.3 Payment of Agent's Fees - The Strata Corporation hereby authorises the Agent to deduct the Agent's fees and disbursements from the strata fees, special levies, user fees and any other monies collected by the Agent pursuant to Clause 3;
- 5.4 Adjustment of Strata Fees for Fiscal Year - The Strata Corporation agrees that strata fees will be adjusted as applicable to the commencement of the fiscal year of the Strata Corporation when the Owners approve a budget that amends the fee schedule after the fiscal year end of the Strata Corporation.
- 5.5 Shortfall - If the bills, accounts or expenses paid by the Agent pursuant to this Agreement in any calendar month exceed the strata fees and other monies collected in such month by the Agent, or if the Strata Corporation does not otherwise have sufficient funds to pay such bills, accounts or expenses, the Strata Corporation shall pay the Agent the amount of such excess promptly upon request. This payment may include a transfer of funds from the Contingency Reserve Fund where permitted under the Act. The Agent shall have no obligation to advance funds to the Strata Corporation for any purpose whatsoever;
- 5.6 Costs - To pay promptly the Agent's costs of printing, duplicating, mailing, postage, long distance telephone charges, courier or other service charges directly attributed to the Strata Corporation as per the attached item 5 of Schedule B attached hereto;
- 5.7 Transfer Documentation - To direct and compensate the Agent in accordance with the Act for all transfer of title and ancillary documents for owners;
- 5.8 Third Party Fees - Despite and in addition to Clause 21 of this Agreement and in compliance with Rules 5-7 through 5-12 under the RESA, when providing administrative services that include, but not exhaustively, preparing and issuing statutory and regulatory forms and certificates, returning cheques (such as NSF) and making photocopies and complying with requests for extraordinary services (such as rush or top priority requests) when requested or required, the Agent may collect from the person making the request a fee in the amount as permitted by the Act or otherwise. This disclosure confirms the authority from the Strata Corporation to collect such amounts on behalf of the Strata Corporation and retain such amounts as remuneration to the Agent. The Agent may use a third-party service provider for the delivery of such statutory forms as Form B and Form F and any attached documents to those forms in compliance with the

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regulations of the Act, provided that there is no additional charge to the Strata Corporation for doing so.

- 5.9 ~~Exclusivity - That the Strata Corporation, during the term of this Agreement and for two (2) years after its termination, will not engage or contract directly or indirectly with any present or past employee of the Agent, to perform services the same as or similar to the services the employee performed for the Agent, unless agreed to in writing by the Agent;~~
- 5.10 Documentation - To provide the Agent with all documents and records available to the Strata Corporation, which may be reasonably required by the Agent to properly assist in connection with the services provided by the Agent to the Strata Corporation;
- 5.11 Bylaws and Rules – To provide to the Agent a copy of the Bylaws and Rules of the Strata Corporation and to promptly notify the Agent of any amendments or additions thereto;
- 5.12 Existing Project - Where the Agent is assuming its role from a prior strata agent or from a self-managed building, the Agent shall not be responsible for errors, missing or inaccurate information in the records, information or materials of the prior agent or the self-managed building provided to the Agent, or for any consequential errors, missing or inaccurate information in the records or materials maintained by the Agent. The Agent is not responsible for the past financial affairs of the Strata Corporation, including matters relating to the status of any employee or contractor of the Strata Corporation;
- 5.13 Hazardous Material - The Agent is not responsible for the identification, control, management, treatment or remediation of any contaminant or hazardous material including, without limiting the generality of the foregoing, any asbestos, lead or silica containing materials. In the event that any contaminant or hazardous material is found within the Strata Corporation, the Strata Corporation shall undertake to address the identification, control, treatment and remediation of any such contaminant on an expedited basis without relying in any way on the Agent for such identification, control, treatment or remediation;
- 5.14 Worksafe BC - The Agent and its licensees are not the owner of the Strata Corporation nor the primary employer of the Strata Corporation's vendors or contractors and further to the instructions of the Real Estate Council of BC that licensees not work outside of their direct area of expertise. The Strata Corporation acknowledges that the Agent is not an expert in WorkSafe BC legislation and that the Agent has not agreed for any purpose in being named as either the owner of the Strata Corporation, the employer of the Strata Corporation's vendors and contractors or the prime contractor for a workplace.
- 5.15 Owner/Council Conduct – Occasionally when managing a strata corporation the Agent and its licensees are subject to bullying and verbal abuse from owners and strata council members, in Meetings and communications. The Strata Council acknowledges the possibility of the Agent being bullied and verbally abused. The Strata Council agrees its members will discourage such conduct and support the Agent if it does occur. The Strata Council further agrees that if such conduct (in the sole determination of the Agent) does occur, the Agent is entitled to discontinue

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the Agent's involvement in a Meeting or as a participant in continued communications, as the case may be.

No Set-Off

- 6. That the Strata Corporation shall not be entitled to set off any uncollected strata fees, special levies or user fees or other monies owed the Strata Corporation against the Agent's Fees or any other monies payable to the Agent under this Agreement, any uncollected strata fees, special levies or user fees or other monies owed the Strata Corporation.

Agent to Receive Instructions from Strata Council

- 7. The Strata Corporation hereby authorizes its Strata Council to deal with the Agent. It is agreed and understood that the Agent at all times shall be entitled to rely on and to act upon the instructions or directions received from the Strata Council, and where appropriate or circumstances require, the President or other members of the Strata Council. Without limiting the generality of the foregoing, the Agent may from time to time request instructions or directions in writing signed on behalf of the Strata Corporation by at least two members of the Strata Council, or a formal resolution of the Strata Council after a properly convened meeting of the Strata Council. The Agent shall, upon receipt of written authorization, act upon the resolutions of the Strata Council. The foregoing shall constitute the full and sufficient authority for the Agent to act in accordance with such instruction or directions. The Strata Council agrees to provide prompt responses to requests from the Agent for directions, instructions and information. The Agent's interpretation of the Act is a guide and shall not be regarded as legal advice. The Agent shall advise the Strata Council of generally accepted practices throughout the strata agency industry;

Financial Statements

- 8. The Strata Council agrees to review each statement of receipts and disbursements referred to in Clause 3.8, and within thirty (30) days from the date of provision of such statements to the Strata Council, to notify the Agent, in writing, of any alleged mistake or error on the part of the Agent in paying any bill, account or expense on behalf of the Strata Corporation. If the Agent receives no such notification within thirty (30) days of provision of such statements to the Strata Council, the statement shall be deemed to be conclusive and binding and the Agent shall be free from any and all claims in respect of such statement.

Assignment by Agent

- 9. The Agent may assign all of its interest in this Agreement and its rights hereunder to any other strata property brokerage, provided such assignee is a licensed strata property agent and covenants with the Strata Corporation to observe and perform the obligations of the Agent under this Agreement.

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No Waiver

10. If a party to this Agreement breaches or defaults in its performance under this Agreement and the other party, expressly or implied, waives such default that waiver shall not be deemed or construed to be a waiver to any future breach or default in the performance of such defaulting party's obligations under this Agreement.

Severance

11. In the event that any provision of this Agreement, or any part thereof, shall be found to be invalid, the remainder of this Agreement shall be binding on the parties and shall be construed such that the invalid provision or part thereof had been deleted from this Agreement.

Successors and Assigns



12. This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Amendments in Writing

13. Any amendment to this Agreement shall be effective only if it is in writing and is duly signed by the parties.

Duration and Termination

14. This Agreement shall commence and become effective on the date set forth in item 1 of Schedule A, and shall continue for an indefinite term until terminated in accordance with this Clause. This Agreement shall terminate upon the occurrence of any of the following events:
- (a) Two months after receipt by the Agent of a notice of a resolution passed by a ¾ vote approved by the Owners, terminating this Agreement;
  - (b) Two months after receipt by the Agent of a notice of a resolution passed by a ¾ vote of the Strata Council, terminating this Agreement;
  - (c) Two months after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
  - (d) Immediately, through the bankruptcy of the Agent; or
  - (e) Immediately, through the insolvency or fraud of the Agent.
  - (f) The Initial Agency Agreement will be for a term of 1 (one) year. Under Section 24 SPA, the Management agreement must be renewed at the sole discretion of the Strata Corporation at the second Annual General Meeting.

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After Termination

15. Upon the termination of this Agreement, all obligations of the Agent shall cease except as otherwise expressly provided in RESA, and the Strata Corporation shall pay to the Agent any monies due to it under this Agreement and the Agent shall pay to the Strata Corporation all monies held by it in trust for the Strata Corporation. The Agent shall transfer all records maintained for the Strata Corporation to the Strata Corporation or its agent as may be directed by the Strata Council, upon payment of any outstanding fees to the Agent or as required by RESA. The Agent shall be entitled to retain the original financial records for such period as is required for the Agent to comply with RESA, but the Agent shall provide the Strata Corporation with copies of the financial records, at the Strata Corporation's expense as provided in Schedule B.

Holdback

16. Upon termination of this Agreement, the Strata Corporation shall continue to be responsible for the payment of any and all bills, accounts, and expenses incurred by the Agent within the authority of this Agreement to be paid by the Agent after such termination. The Agent shall be entitled to retain, for thirty (30) days after the date of such termination, a holdback of the monies (the "Holdback") to pay such bills, accounts and expenses or any of them. If a Holdback is not retained by the Agent or is insufficient, the Strata Corporation agrees to reimburse the Agent promptly upon demand for any and all such bills, accounts and expenses paid by the Agent after the termination of this Agreement.

No Partnership

17. The relationship of the Agent to the Strata Corporation shall be that of agent and principal and this Agreement shall not under any circumstances make the Agent or any of its employees, officers or authorized representatives, to be the legal representative, partner or employee of the Strata Corporation.

Personal Information

18. The Strata Corporation consents to the collection, use and disclosure by the Agent of information about the Strata Corporation and personal information about the Owners, for all purposes consistent with the matters contemplated in this Agreement.

Disclosure of Conflicts

19. If at any time, the Agent determines it is in a conflict of interest with the Strata Corporation, the Agent shall give written notice of such conflict to the Strata Council as soon as reasonably possible. The Strata Corporation hereby acknowledges and consents to the Agent acting for other strata corporations, and sections and owners within such strata corporations.

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### Disclosure of Payments

20. If at any time, the Agent anticipates receiving or receives, directly or indirectly, any form of payment or other compensation from an Owner or someone other than the Strata Corporation as a result of recommending an insurance broker, or any other person providing other products or services, the Agent shall disclose the details thereof to the Strata Corporation in writing, including the source of such payments, the amount or likely amount of the payment and all other relevant facts relating to such provision of real estate services.

### Charges for Documents

21. The Agent, without further specific disclosure to the Strata Corporation, shall be entitled to charge and retain fees (which fees may include a disbursement component) for the following
- (a) the provision of Form B (and all attachments) and Form F and other statutory form as required by the *Strata Property Act*;
  - (b) the provision of copies of minutes, Bylaws, Rules, strata plans, engineering reports, financial statements and similar documents of the Strata Corporation when requested by Owners (other than the original distribution of same) or any other person authorized to receive such documents;

and any and all priority fees charged for the priority provision of such documents in accordance with the fees specified in the attached Schedules.

### The Strata Corporation and Owners

22. The Strata Corporation hereby consents to the Agent providing property rental services or trading services to an individual Owner. The Agent shall enter into separate service agreements with each individual Owner and will advise the Strata Corporation in writing when it commences acting for any individual Owner.

### Primary Client and Secondary Client

23. The Agent hereby declares that the Agent's "primary client" is as specified in item 9 of Schedule B (the "Primary Client") and the "secondary client" is as specified in item 9 of Schedule B (the "Secondary Client" or "Secondary Clients"). In the event of a conflict, the Agent will provide the full services it has contracted to provide to the Primary Client and the Agent shall provide limited representation to the Secondary Client or Secondary Clients.

### Conflict with an Owner

24. If the Agent is providing property rental services or trading services to an individual Owner, there may be conflicts as between such an Owner and the Strata Corporation. If the Strata Corporation is declared to be the Agent's Primary Client, the Agent will provide full

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representation to the Primary Client and the Agent shall provide limited representation to the Owner.

Limited Services to Secondary Client

25. In the event of a conflict where the Agent continues to act for the Agent's Primary Client and ceases to act for the Secondary Client with respect to the matter giving rise to the conflict, the Agent will not be able to:
- (a) act in the Secondary Client's best interests, if those interests conflict with the interests of a Primary Client;
  - (b) act in accordance with the Secondary Client's instructions, if acting in accordance with those instructions would lead the Agent to breach any of the Agent's obligations to a Primary Client;
  - (c) maintain the confidentiality of information about the Secondary Client; or
  - (d) disclose to the Secondary Client's any confidential information about the Primary Client.

Annual Review Fee

26. Annually, the parties shall review the fees and other charges payable under this Agreement. Any such change in fees or charges, shall be agreed to between the parties and shall be evidenced in writing which may include a formal fee amendment agreement or a letter from the Agent to the Strata Corporation setting out such agreed changes in the fees and charges signed by the Agent and two members of the Strata Council.

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EXECUTED ON BEHALF OF )  
THE OWNERS, STRATA PLAN EPS 7718 )  
UNIVERSITY DISTRICT NORTH TOWER )  
by its authorized signatories: )

*Nathaniel Funk*

\_\_\_\_\_  
Authorized Signatory Nathaniel Funk )

\_\_\_\_\_  
Authorized Signatory )

EXECUTED ON BEHALF OF )  
TRIBE MANAGEMENT INC. )  
by its authorized signatories: )

*[Handwritten Signature]*

\_\_\_\_\_  
Authorized Signatory )


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Authorized Signatory )

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THE OWNERS, STRATA PLAN EPS 7718 - UNIVERSITY DISTRICT NORTH TOWER

SCHEDULE A

1. Clause 2: Commencement Date: **1st day of the month after 1st strata lot conveyance**
2. Clause 3.9: Fee for providing miscellaneous accounting functions: \$100 per hour (plus applicable taxes)
  - a. Fee for providing miscellaneous accounting functions for Air Space Parcels: \$1.00 per strata lot (plus applicable taxes)
3. Clause 3.12: Fee for providing payroll services: at cost plus \$50 (plus applicable taxes) / per employee / per month
4. Clause 3.14 and 3.15: The Agent shall maintain the following trust accounts on behalf of the Strata Corporation (check if applicable):
  - Operating fund trust account
  - Contingency reserve trust account
  - Special levy trust account
  - Other: N/A
5. Clause 3.19: Maximum Number of Meetings: **8** (**7**Council plus **1** AGM)
6. Clause 3.19: Maximum Hours per Meeting: **2 Hours**
7. Clause 3.25: Hourly fee for redaction and supervision of inspection of records:
  - Property Manager: \$150.00 (plus applicable taxes) per hour
  - Support Staff: \$75 (plus applicable taxes) per hour
8. Clause 5.2(a): Monthly Agent's Fee: **\$5,120.50** (plus applicable taxes) payable on the 1st day of each month
9. Clause 5.2(b): An additional fee for each Meeting over the maximum number: \$400.00 (plus applicable taxes)
10. Clause 5.2(c): Hourly rate for attendance at each Meeting over specified number of hours: \$150.00 (plus applicable taxes)
11. Clause 5.2(d): An additional fee of \$150.00 (plus applicable taxes) per hour for attending information meetings, committee meetings, arbitrations, mediations, court hearings and other attendances requested by the Strata Council
12. Clause 5.2(e): An additional fee of \$150.00 (plus applicable taxes) per hour for assisting with litigation and other methods of dispute resolution including CRT matters

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**THE OWNERS, STRATA PLAN EPS 7718 - UNIVERSITY DISTRICT NORTH TOWER**

- 13. Clause 5.2(g): An additional fee of \$2.50 (plus applicable taxes) per strata lot for each month of depositing and processing of special levies (with a minimum fee of \$200.00 plus applicable taxes)
- 14. Clause 5.2(h): An additional fee of \$2.00 (plus applicable taxes) per strata lot for each month that the strata fees need to be adjusted due to the timing of the passing of the budget and the occurrence of the fiscal year end
- 15. Clause 5.2(k): An additional fee of \$100.00 (plus applicable taxes) per hour for preparing, signing, filing and delivering necessary statutory forms requested by a third party
- 16. Clause 5.2(l): An additional fee of \$150.00 (plus applicable taxes) per hour for assisting the Strata Corporation in any redevelopment, including but not exhaustively, the cancellation of the Strata Corporation
- 17. Clause 5.2(n): An additional fee of \$100.00 (plus applicable taxes) per hour for preparing and delivering correspondence unrelated to instructions from the Strata Council

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**SCHEDULE B**

**Special Terms and Amendments**

1. Clause 3.16: Annual fee for the statutory review of books: \$150.00 (plus applicable taxes) per bank Account.
2. Clause 3.33: Fee for administration of liened receivables: \$600.00 (plus applicable taxes)  
Note: Fee is levied against the delinquent Owner's account.
3. Clause 3.6(a): Fee for Final Demand Letter including Title Search: \$100.00 (plus applicable taxes)  
Note: Fee is levied against the delinquent Owner's account.
4. Additional fees:
  - (a) ~~Clause 5.2(j); Preparation and receipt of correspondence, including but not limited to exchanges of emails, that number in excess of \_\_\_\_\_ per month~~
  - (b) Clause 5.2(f): Special Projects and Major Renovations: To be mutually agreed between Strata Council and the Agent, prior to the start of any Special Project or Major Renovations, fees to be based on:
    - a) 5.0% of the job cost (plus applicable taxes) for projects less than \$100,000
    - b) 2.5% of the job cost (plus applicable taxes) for projects ranging between \$100,000 and \$500,000
    - c) 1.5% of the job cost (plus applicable taxes) for projects greater than \$500,000
  - (c) Clause 3.17 Supervising Independent Audits and Review Engagements: \$250.00 (plus applicable taxes)
  - (d) Clause 5.2(o): Other:
    - (a) Processing of payments/refunds to Owners resulting from a Special Levy Surplus and/or settlement of any agreement or legal proceeding: \$4.00 per cheque (plus applicable taxes)
    - (b) Monthly PAP processing fee: Flat fee of \$25.00 per month (plus applicable taxes)
    - (c) Returned Payments – Cheque/PAP (i.e. NSF): \$48.00 (charged to the owner's account)
    - (d) Rental disclosure statement / Land Title searches and / or registration costs: At cost

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**THE OWNERS, STRATA PLAN EPS 7718 - UNIVERSITY DISTRICT NORTH TOWER**

- (e) Administrative Support for Depreciation Reports: \$75.00 (plus applicable taxes) per hour
  - (f) Preparation and filing of the Non-Profit Organization Information Return (T1044) with Canada Revenue Agency (CRA), if such return is not included in an annual audit or accounting of the Corporation's financial affairs: \$175.00 (plus applicable taxes)
  - (g) Preparation and filing of the Corporate Income Tax Return (T2) with Canada Revenue Agency (CRA), if such return is not included in an annual audit or accounting of the Corporation's financial affairs: \$175.00 (plus applicable taxes)
  - (h) Legal Retainer: \$20.00 (Plus applicable taxes) per month upon commencement of a legal retainer program.
  - (i) After hours support: \$150/hr billed in 15-minute increments (Plus applicable taxes)
  - (j) Cost of the use of DocuSign for the transition process: \$3.50/unit during transition to Tribe (Plus applicable taxes)
5. Clause 5.6: Printing Costs: \$0.25 (plus applicable taxes) per copy  
Mailing Costs: Cost + 10% (plus applicable taxes)  
Envelopes: \$0.25 (plus applicable taxes) per envelope  
Long Distance Telephone Charges: Cost + 10% (plus applicable taxes)  
Courier Costs: Cost + 10% (plus applicable taxes)  
Storage Charges (off-site): \$1/box/month (plus applicable taxes)  
Storage Retrieval Charges: Handling at Cost + 10% (per box) per retrieval or return (plus applicable taxes) and \$30 delivery per retrieval or return (plus applicable taxes)  
Electronic processing of payables and payments: At Cost (plus applicable taxes)  
Electronic processing of receivables and receipts: At Cost (Plus applicable taxes)
6. Clause 15: Cost of duplication: \$0.25 (plus applicable taxes) per page
7. Documents and Rush Fees:

Fee(s) are charged directly to the individual requesting for documentation pursuant to the Strata Property Act for the purpose of sale or conveyance, or for the purpose of purchaser disclosure protection such as an Information Certificate (Form B) shall be charged at a rate equivalent to the permissible fees set by regulations to the Strata Property Act, plus additional fees the Agent may periodically impose and revise for rush service and/or other special requests which, as of the date of this agreement, are as follows:

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**THE OWNERS, STRATA PLAN EPS 7718 - UNIVERSITY DISTRICT NORTH TOWER**

Fees for Documents:

Form F (Certificate of Payment):	\$15.00
Form B (Information Certificate):	\$35.00
All documents attached to a Form B:	\$0.25/page

Rush Fees:

	<u>Form B</u>	<u>Form F</u>
Next Business Day:	\$300.00	\$150.00
Next 2 Business Days:	\$240.00	\$100.00
Next 3 Business Days:	\$160.00	\$ 80.00
7 Days onwards:	No Additional Charge	

The Agent uses eSTRATAHUB, a third-party provider to facilitate the request and delivery of the documents as listed above. eSTRATAHUB charges an order fee of \$30/order and is charged independently by eSTRATAHUB on top of the above fees. The Agent has no participation or control on the order fee.

8. Special Terms:

The Strata Corporation hereby gives its approval to the Strata Agent to pay any expenses under \$2,000 (or as per bylaw) without specific approval, provided that the expense is included in the budget. The Strata Corporation also hereby gives approval to the Strata Agent to pay all utility bills, monthly contracts, insurance premiums, and emergency expenditures regardless of whether they are above or under \$2,000 (or as per bylaw).

9. Disclosure Information (if applicable):

The Strata acknowledges that Tribe has disclosed that, prior to the signing of this Agreement, in the event that Tribe also manages individual Strata Lots, the Strata Corporation will be Tribe's primary client and the Owner of the individual Strata Lot will be the non-primary client. In this case, Tribe will only be able to provide limited representation to the Owner of the individual Strata Lot, and that Tribe will not be able to (i) act in the client's best interests, if those interests conflict with the interests of a primary client, (ii) act in accordance with the client's instructions, if acting in accordance with those instructions would lead the brokerage to breach any of the brokerage's obligations to a primary client, (iii) maintain the confidentiality of information about the client, or (iv) disclose to the client any confidential information about the primary client.



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**SCHEDULE C**

**Special Charges and Representations**

1. Clause 5.1(a): The Agent may receive from persons or parties, other than the Strata Corporation, without further specific disclosure, invitations that include, but not exhaustively, sporting matches, golf games, lunches, dinners, and other similar business development ventures;
  
2. Clause 21: The Agent may receive an additional fee paid by a third party for preparing, signing, filing and delivering necessary statutory forms requested by that third party.

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SCHEDULE D

AGENCY DISCLOSURE  
REAL ESTATE SERVICES ACT

Sections 19 and 20 of the Services Agreement

(Real Estate Rules, 3-3 and 5-7 through 5-12)

1. Tribe Management Inc. (the “Agent”) is licensed under the *Real Estate Services Act* (the “RESA”) as a Real Estate Brokerage. It employs a managing broker, associate brokers and representatives to provide strata and rental management services.
2. The RESA and the Real Estate Rules created under the RESA require that a licensee and his or her brokerage disclose any remuneration, including any commission, fee, gain or reward whether the remuneration is received, or is to be received, directly or indirectly other than remuneration paid directly by the client, including:
  - a. the source of the remuneration;
  - b. the amount of the remuneration or, if the amount of the remuneration is unknown, the likely amount of the remuneration or the method of calculation of the remuneration, and
  - c. all other relevant facts relating to the remuneration.

(Collectively, the “Remuneration”)

3. The Agent has agreed to provide certain real estate services to the Strata Corporation and the Strata Corporation and the Agent have entered into a written agreement to that effect (the “Agreement”).
4. The Agent is wholly owned by Tribe Property Solutions Inc. (“Tribe Solutions”)
5. Tribe Solutions derives revenue from the operations of the Agent.
6. The Agent uses a software product known as Tribe Home (formerly bazinga!<sup>tm</sup>) to provide the real estate services to its client under this Agreement
7. Tribe Solutions. is the successor company of the developer and owner of the Tribe Home software product.

INITIALS		
		
AGENT	STRATA	STRATA

**THE OWNERS, STRATA PLAN EPS 7718 - UNIVERSITY DISTRICT NORTH TOWER**

8. The Agent does not currently derive any revenue from Tribe Solutions for the licensing, use or promotion of Tribe Home software product to its clients, but it may receive revenue or other consideration for doing so in the future.
  
9. The Tribe Home software product contains an online platform (the "Platform") where owners and/or tenants in buildings managed by the Agent may, once deployed, voluntarily purchase a variety of goods and services from various merchants. The merchants who provide the goods and services in the Platform pay remuneration to Tribe Solutions in order to gain access to and prominence on the Platform. The remuneration is in the form of referral fees and/or advertising fees and set on a merchant-by-merchant basis having regard to such variables as the nature of the goods or service sold, the volume of goods or services sold and the merchant's location and prominence within the Platform.

INITIALS		
		
AGENT	STRATA	STRATA

**EXHIBIT "N"**  
**FILED ROOF LEASE**

[See Attached]



1. Application

Document Fees: \$78.17

**Andrea Hang, Legal Administrative Assistant, BOSA  
 PROPERTIES INC.  
 1201 - 838 West Hastings Street  
 Vancouver BC V6C 0A6  
 6042991363**

UD North | Roof Lease

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>LEASE</b>		<b>All those portions of the Lands shown outlined in bold black line on Explanatory Plan EPP130369</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC914328**

6. Transferee(s)

<b>BLUE SKY PROPERTIES INC.</b> 1101 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0853373
--	-----------

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 #1100 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

YYYY-MM-DD  
  
**2023-07-12**

**BLUESKY PROPERTIES (UD LANDS) INC.**  
 By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
 Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 #1100 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

YYYY-MM-DD  
  
**2023-07-12**

**BLUE SKY PROPERTIES INC.**  
 By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
 Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Robyn Alexis Miles I23K2S**

Digitally signed by  
 Robyn Alexis Miles I23K2S  
 Date: 2023-08-01  
 21:26:42 -07:00

## ROOF LEASE

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023,

BETWEEN:

**BLUESKY PROPERTIES (UD LANDS) INC.**, a British Columbia company having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Owner**”)

AND:

**BLUESKY PROPERTIES INC.**, a British Columbia company having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Tenant**”)

WITNESSES THAT WHEREAS the Owner is the registered owner of certain lands and premises located in Surrey, British Columbia, and legally described as:

Parcel Identifier: 030-861-918

Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Property**”);

WITNESSES THAT WHEREAS:

- A. The Owner wishes to grant the Tenant a lease of all of the roof and the roof decks of the building to be constructed on the Property or such lesser area as the Tenant may, in its discretion, decide to use, up to a maximum height as permitted by law above the level of such roof areas (referred to as the “**Roof Area**”), which Roof Area is shown outlined in heavy black line on explanatory plan EPP130369 prepared by Rob Adriaensen, B.C.L.S. of Bennett Land Surveying Ltd., a reduced size copy of which is attached hereto as **Schedule “A”** as may be amended by them from time to time (the “**Plan**”);
- B. Upon completion of the development of the Property, the Owner proposes to subdivide the Property by means of a strata plan (the “**Strata Plan**”) pursuant to the *Strata Property Act* (British Columbia) to create a strata development (the “**Strata Development**”);
- C. The Strata Plan will designate the Roof Area as common property of the strata corporation (the “**Strata Corporation**”) formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office; and

D. Each of the parties to this Lease agrees that title to the common property of the Strata Corporation will be encumbered by this Lease.

NOW THEREFORE in consideration of the premises and the sum of \$100.00 of lawful money of Canada now paid by the Tenant to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner and will not be denied, and in consideration of the mutual promises and agreements set forth in the Lease, the parties agree each with the other as follows:

## **ARTICLE 1 GRANT AND TERM**

1.1 Grant: The Owner hereby leases to the Tenant for the Term (as defined in Section 1.3) all of the Roof Area.

1.2 Use of Common Property: The Tenant's exclusive use of the Roof Area includes the non-exclusive right of the Tenant, its employees, agents and other persons having business with the Tenant, in common with the Owner, to the use of that portion of the common property of the Strata Corporation as is reasonably required by the Tenant in connection with the exclusive use and/or occupation of the Roof Area in accordance with the terms and conditions of this Lease.

1.3 Term: The term (the "**Term**") of this Lease shall commence on the day and year first above written (the "**Commencement Date**") and terminate on the earlier of:

- (a) one hundred (100) years from the Commencement Date;
- (b) the date the Strata Corporation is dissolved; or
- (c) the date the Strata Corporation files a notice of destruction in prescribed form with the Registrar of the appropriate Land Title Office following the destruction or deemed destruction of the building in which the Roof Area is located.

1.4 Rent: The parties of this Lease acknowledge that the sum of \$100.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner, its successors and assigns, including, without limitation, the Strata Corporation by either the Tenant or any sublessee, licensee or any assignee of an interest in this Lease for the use and enjoyment of the Roof Area.

## **ARTICLE 2 SUBDIVISION BY STRATA PLAN**

2.1 Strata Plan: This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Property, and upon the subdivision of the Property by means of the Strata Plan such covenants and obligations shall:

- (a) continue to run with and bind the common property; and



- (b) be automatically assumed by the Strata Corporation as the representative of the owners of strata lots within the Strata Development,

at which time the Owner will be absolutely released from any obligations or liabilities hereunder.

2.2 Common Property. Upon subdivision of the Property by the Strata Plan, this Lease is intended to burden only that portion of the common property containing the Roof Area and not at any time to burden the title to any individual strata lot.

### **ARTICLE 3 MAINTENANCE AND ENCUMBRANCES**

3.1 Maintenance: The Owner confirms that until the deposit for registration of the Strata Plan, the Owner shall be solely responsible for the control, management and administration of the Roof Area but thereafter, pursuant to Section 2 of this Lease, the Strata Corporation will assume full responsibility for the control, management and administration of the Roof Area as common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and may pass bylaws or make rules and regulations with respect to the Roof Area so long as such bylaws, rules or regulations do not interfere with the rights of the Tenant or any sublessee, licensee or any subsequent assignee under this Lease.

3.2 Alterations: Subject to the provisions of paragraph 3.5 hereof, the Tenant is not entitled to alter, or to perform any repairs of any sort whatsoever to the Roof Area. Any such alterations or repairs are the sole responsibility and obligation of the Owner prior to the registration of the Strata Plan, and thereafter the sole responsibility and obligation of the Strata Corporation.

3.3 Subordination: The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Property.

3.4 No Right to Encumber: The Tenant, its successors and permitted assigns, are not entitled to mortgage, charge, pledge or otherwise grant their interest in the Roof Area as security to any person.

3.5 Use: The Tenant its sub-tenants, licensees or assignees may use the Roof Area for any lawful purpose including without limiting the generality of the foregoing for the purposes of installing, operating, maintaining and replacing from time to time such equipment, equipment enclosures, antennas, antenna mounts, antenna support structures, satellite dishes and support structures, apparatus, fixtures, attachments and connections for the transmission, emission and/or reception of communication or other signals and such equipment, equipment enclosures, cameras, camera mounts, camera support structures, devices and support structures, apparatus, fixtures, attachments and connections for monitoring progress of construction in the Tenant's and its affiliates' adjacent development projects and recording time lapse images thereof (collectively its "**Equipment**").

3.6 Easement: The owner hereby grants to the Tenant for the benefit of the Tenant and its servants, agents, contractors and suppliers an easement over the Land for:

- (a) ingress and egress over the Lands, with or without tools and equipment at any time and from time to time for the purposes set out in paragraph 3.5 and for the purposes necessary or incidental to the exercise and enjoyment of the rights granted herein; and
- (b) installing, operating and maintaining such Equipment as may be necessary for the exercise and enjoyment of the rights granted herein.

#### **ARTICLE 4 ASSIGNMENT**

4.1 Assignments: The Tenant may, at its sole discretion, sublease or license the use of all or any portion of the Roof Area or assign this Lease and its rights under the Lease in whole or in part. Any such sublease, license or assignment will be for such consideration as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any sublease, license or assignment by the Tenant, or by any subsequent sublessee, licensee or assignee, of this Lease and its rights under this Lease will be absolute, and the assignee and its lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Roof Area so assigned for the balance of the Term.

4.2 Consents: The consent of the Owner or the Strata Corporation will not be required for any sublease, license or assignment of this Lease or the Roof Area. The Owner or the Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of any sublessee, licensee or assignee under any such sublease, license or assignment except as expressly agreed by such sublessee, licensee or assignee.

4.3 Release of Assignors: Upon the sublease, license or assignment of this Lease, in whole or in part, the Tenant and any subsequent assignor will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to the Roof Area or the relevant portions of the Roof Area.

#### **ARTICLE 5 MISCELLANEOUS**

5.1 Form of Agreement: Each of the parties hereto agree to amend the form of this Lease to meet the requirements of the Registrar of the Land Title Office or of any governmental or public authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease.

5.2 Arbitration: In the event of any dispute or disagreement arising out of this Lease, or the interpretation of any provision hereof, the parties hereto agree that such dispute or disagreement will be resolved by arbitration pursuant to the British Columbia *Arbitration Act*, as amended from time to time, or any legislation substituted therefore. Provided that it is understood and agreed that this Section 5.2 is not intended to, nor is it to be construed as preventing the parties hereto,

or either of them, from seeking injunctive relief from the courts for damages for breach in appropriate cases.

5.3 Definitions: Any term defined in the recitals of this Lease will have the same meaning throughout this Lease.

5.4 Severability: If any provision or a portion of a provision of this Lease is found to be illegal or unenforceable, then such provision or portion will be severed from this Lease and this Lease will be deemed to be so amended and this Lease will continue in full force and effect subject only to such amendment.

5.5 Enurement: This Lease shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed the Form C General Instrument and Form D attached hereto and forming part hereof as at the date set out therein.

**SCHEDULE "A"**

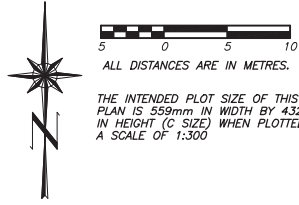
**Roof Area Plan**

[see plan on next page]

**EXPLANATORY PLAN OF LEASEHOLD OF PART OF A 30 STOREY BUILDING SITUATED ON LOT A, SECTION 22, BLOCK 5 NORTH, RANGE 2 WEST, NWD, PLAN EPP79101**

**PLAN EPP130369**

PURSUANT TO SECTION 99(1)(k), LAND TITLE ACT  
B.C.G.S. 92G.016



THIS PLAN LIES WITHIN  
INTEGRATED SURVEY AREA  
No. 1 (CITY OF SURREY)  
NAD 83 (CSRS)  
4.0.0.BC.1.MVRD

**LEGEND**

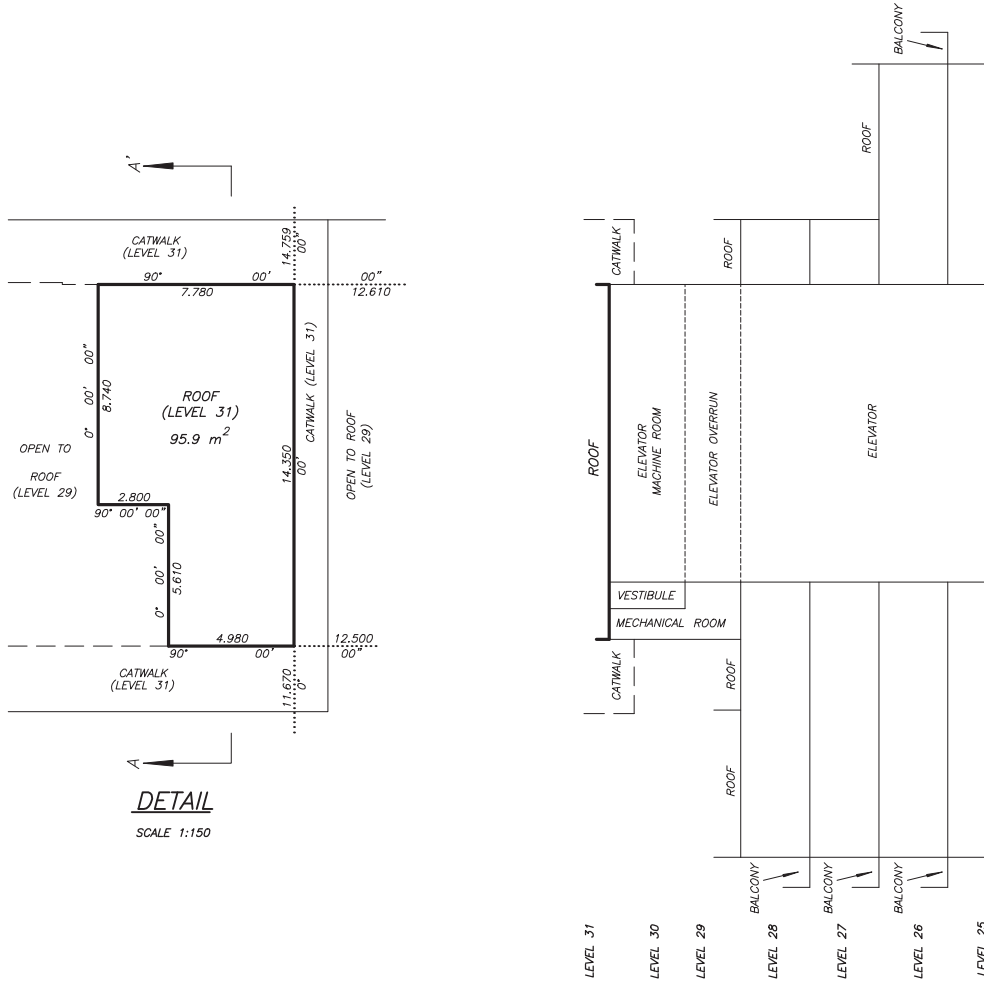
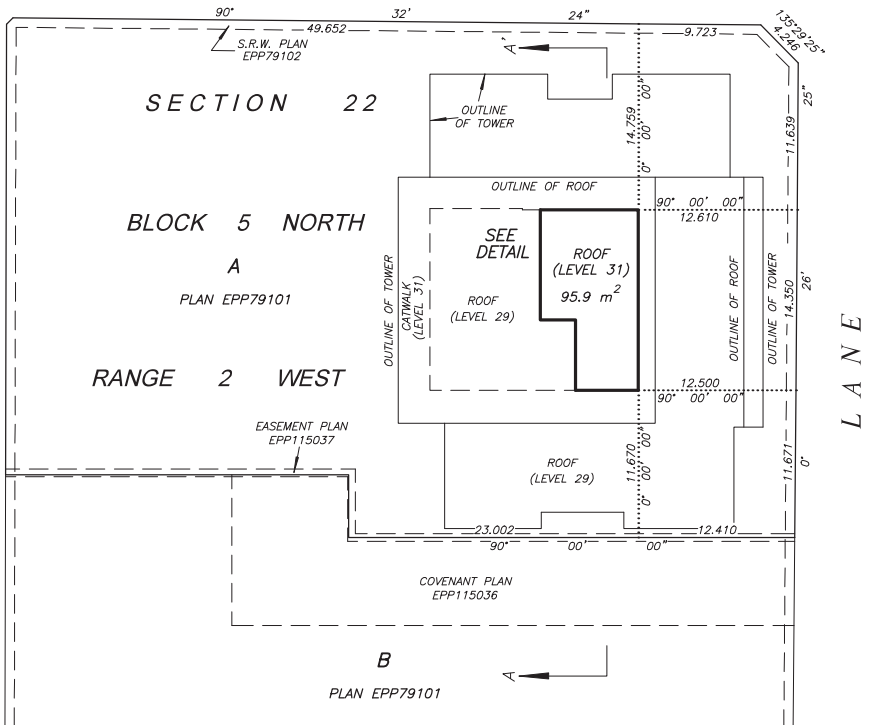
GRID BEARINGS ARE DERIVED FROM PLAN EPP79101 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10  
THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED.

- PT. - DENOTES PART
- No. # or - DENOTES NUMBER
- m<sup>2</sup> - DENOTES SQUARE METRES

BOOK OF REFERENCE LOT A, PLAN EPP79101	
DESCRIPTION	AREA
ROOF (LEVEL 31)	95.9 m <sup>2</sup>

UNIVERSITY DRIVE  
S.R.W. PLAN EPP30178 (NOW ROAD)

105th AVENUE



**DETAIL**

SCALE 1:150

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND SURVEY AUTHORITY OF B.C. RECORD: PLAN EPP79101 ROBERT ADRIAENSEN, BCLS #972 11th DAY OF JULY, 2023.

BENNETT LAND SURVEYING LTD.  
B.C. & CANADA LAND SURVEYORS  
#203-15310 103A AVENUE,  
SURREY, B.C. V3R 7A2  
PHONE : 604-582-0717

DRAWING # EX30870-50  
FILE # EX30870-50  
DATE : JULY 11, 2023

THIS PLAN LIES WITHIN THE  
METRO VANCOUVER REGIONAL DISTRICT

**CROSS SECTION A - A'**

SCALE 1:150

**EXHIBIT "Q-1"**

**FILED MODIFICATION OF RECIPROCAL AMENITY USE AND COST SHARING AGREEMENT**

[See Attached]



1. Application

Document Fees: \$859.87

**Christy Jordaan, Paralegal, BOSA PROPERTIES INC.**  
**1201 - 838 West Hastings Street**  
**Vancouver BC V6C 0A6**  
**604.299.1363**

UD Lands | Modification of Reciprocal Amenity Space Easement, Cost Sharing Agreement and Section 219 Covenant CA7580828-CA7580835

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>MODIFICATION</b>	<b>CA7580828</b>	<b>Modification of Easement</b>
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number one less than this interest priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number two less than this interest priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>MODIFICATION</b>	<b>CA7580830</b>	<b>Modification of Easement</b>
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number one less than this interest priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number two less than this interest priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>MODIFICATION</b>	<b>CA7580832</b>	<b>Modification of Section 219 Covenant</b>
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number one less than this interest priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>PRIORITY AGREEMENT</b>		Granting the above Modification with a number two less than this interest priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>MODIFICATION</b>	<b>CA7580834</b>	<b>Modification of Equitable Charge</b>
<b>MODIFICATION</b>	<b>CA7580835</b>	<b>Modification of Equitable Charge</b>

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328, AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101**  
**HSBC BANK CANADA, AS TO PRIORITY**





**AVIVA INSURANCE COMPANY OF CANADA, NO.A0051421, AS TO PRIORITY**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101	

<b>CITY OF SURREY</b> 13450 - 104 AVENUE SURREY BC V3T 1V8
--

7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 #1100 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6

YYYY-MM-DD  <b>2023-07-11</b>
-------------------------------------

**BLUESKY PROPERTIES (UD LANDS) INC.**  
 As Registered Owner of Lot A Plan EPP79101 and Lot B Plan EPP79101  
 By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
 Commission Expires March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**LERONG JIANG**  
**Commissioner for Taking Affidavits  
for British Columbia**  
885 West Georgia Street  
Vancouver BC V6C 3G1

YYYY-MM-DD  
  
**2023-07-18**

**HSBC BANK CANADA**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: VANESSA LEE Director  
Commercial Real Estate**

Commission Expires: November 30, 2025

\_\_\_\_\_  
**Print Name: GARY KATAYAMA  
Assistant VP Commercial Real Estate**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**UPPKAR DOSANJH**  
**Commissioner for Taking Affidavits  
for British Columbia**  
520 - 1130 West Pender Street  
Vancouver BC V6E 4A4

YYYY-MM-DD  
  
**2023-07-14**

**AVIVA INSURANCE COMPANY OF  
CANADA**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: Tom Reeves Aviva  
Insurance Company of Canada**

604-229-9828  
My Commission Expires July 31, 2025

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Land Title Act

### Charge

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**Shyal Prasad**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 13450 - 104th Avenue  
 Surrey BC V3T 1V8

YYYY-MM-DD  
  
**2023-07-31**

**CITY OF SURREY**  
 By their Authorized Signatory

\_\_\_\_\_  
**Print Name: Ron Gill Director, Area**  
**Planning North**

Expiry Date 31/12/2025

\_\_\_\_\_  
**Print Name: Stephanie Nichols,**  
**Deputy City Clerk**

#### Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

#### Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Robyn Alexis**  
**Miles I23K2S**

Digitally signed by  
 Robyn Alexis Miles I23K2S  
 Date: 2023-08-01  
 21:24:58 -07:00

**TERMS OF INSTRUMENT – PART 2**

**MODIFICATION OF RECIPROCAL AMENITY SPACE EASEMENT, COST SHARING AGREEMENT  
AND SECTION 219 COVENANT  
(the “Modification”)**

THIS AGREEMENT dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

BETWEEN:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, BC V6C 0A6

(in its capacity as the registered owner of Lot A, the “**Lot A Owner**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, BC V6C 0A6

(in its capacity as the registered owner of Lot B, the “**Lot B Owner**”, and together with the Lot A Owner, the “**Owners**”, and each, and “**Owner**”)

AND:

**CITY OF SURREY**, 13450 – 104 Avenue, Surrey, BC V3T 1V8

(the “**City**”)

WHEREAS:

- A. The Lot A Owner is the registered owner in fee simple of the lands and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District  
Plan EPP79101

(“**Lot A**”);

- B. The Lot B Owner is the registered owner in fee simple of the lands and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District  
Plan EPP79101

(“**Lot B**”, and together with Lot A, the “**Lands**”);

- C. The Owners and the City entered into a Reciprocal Amenity Space Easement, Cost Sharing Agreement and Section 219 Covenant on May 6, 2019 and registered the same against title to Lot A and Lot B as charge numbers CA7580828 – CA7580835 inclusive (the “**Agreement**”);

- E. The Lot A Owner, the Lot B Owner and the City wish to amend the Agreement to make certain required corrections and have agreed to modify the Agreement on the terms and conditions set out in this Modification.

NOW THEREFORE THIS MODIFICATION WITNESSES that in consideration of each party agreeing to modify the Agreement as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), the Lot A Owner, the Lot B Owner and the City hereby covenant and agree as follows:

1. Interpretation

Capitalized terms used herein will have the same meaning as set out in the Agreement unless otherwise expressly defined herein.

2. Modification of the Agreement

The Lot A Owner, the Lot B Owner and the City agree that the rights, licenses, easements and covenants of the parties under the Agreement with respect to the Lands are hereby amended as follows:

- (a) Section 2.09(a) is amended to delete the words "Lot B Market Condo Building" and replace the same with the words "Lot B Building";
- (b) The heading of Section 2.10(a) is deleted and replaced with the heading "Minimize Interference with Lot A Owner";
- (c) Section 3.00 is deleted in its entirety and replaced with the following:

**"3.00 Lot B Amenity Space Easement**

3.01 Premise of Conditional Grant Easement. The Lot B Amenity Space Easement granted by the Lot B Owner to the Lot A Owner pursuant to this Section 3.01, and the Lot A Owner's obligations set out in this Section 3.00, are predicated and conditional on:

- (a) the Lot A Owner constructing the Lot A Building;
- (b) the Lot B Owner constructing the Lot B Building; and
- (c) the Lot A Owner and its successors in title to Lot A accepting the burden contained in all positive covenants and assuming as a continuing obligation of all the positive covenants set forth herein including, without limiting the generality of the foregoing, the covenant and obligation to pay its Proportionate Share of the Lot B Amenity Space Costs. The continuing use of the aforesaid easement is completely conditional on the Lot A Owner's continuing performance of a positive obligation to comply with all positive covenants set forth herein including, without limitation, the positive covenant and obligation to pay its Proportionate Share of the Lot B Amenity Space Costs and performance of such positive covenants is fundamental to the grant of this easement.

3.02 Grant of Easement. Subject to Section 3.01, the Lot B Owner hereby grants to the Lot A Owner and its Users, for so long as the aforesaid covenants and conditions are satisfied, the non-exclusive, full, free and

uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot B, to enter, go, pass and repass and use the Lot B Amenity Space at such times as the Lot B Owner from time to time may specify provided same specified hours apply to its own usage of the Lot B Amenity Space, for the purpose of using and enjoying same but subject always to the aforesaid condition as well as the reservations and limitations herein contained.

The Lot A Owner's and its successors' and assigns' use of the Lot B Amenity Space shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

- 3.03 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot A Owner and its Users shall not have access to any part of Lot B except the Lot B Amenity Space and those parts and features of Lot B (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas, elevators corridors, stairs and stairwells) which are designed, constructed, suitable and/or intended for use for pedestrian access to and egress from the Lot B Amenity Space.
- 3.04 Benefit and Burden. The easement granted in Section 3.02 will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.
- 3.05 Secured Areas. Notwithstanding any provision herein, the Lot A Owner acknowledges, covenants and agrees with the Lot B Owner that, despite the easement rights granted to it to use the Lot B Amenity Space pursuant to Section 3.02, certain areas of the Lot B Amenity Space may be secured areas and accessible only by key, fob, access card or other similar device ("**Lot B Amenity Access Device**") and if a User of Lot A does not have an Amenity Access Device to access any such areas (or alternatively, such User's Lot B Amenity Access Device is not programmed to permit access), then such access shall only be conducted under escort by the property manager or other authorized personnel of the Lot B Owner or at the discretion of such person by requiring such User to obtain a Lot B Amenity Access Device.
- 3.06 Rules and Regulations. The Lot B Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which the Lot B Amenity Space may be accessed or used or enjoyed by the Lot A Owner and amend and rescind the same from time to time. It may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management maintenance, health safety and operation of the Lot B Amenity Space and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot A Owner as well as to the Lot B Owner.

The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 3.06.

- 3.07 Enjoyment of Easement. The Lot A Owner covenants and agrees with the Lot B Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot B Owner, as owner of Lot B, and more particularly the Lot B Amenity Space or any person, firm or corporation claiming by, through, under or in trust for the Lot B Owner, as owner of Lot B.

The Lot B Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 3.10 hereof, interfere with the use of the Lot B Amenity Space as herein contemplated and the rights herein granted.

Subject to the provisions of Section 3.10, the Lot B Owner will not materially alter any portion of the Lot B Amenity Space, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent will not be unreasonably withheld, conditioned or delayed.

- 3.08 Covenants – The Lot B Owner. The Lot B Owner hereby covenants and agrees with the Lot A Owner that:

- (a) it will well and substantially Repair, Maintain, paint, mend, renew and replace the Lot B Amenity Space in first class condition and working order as a prudent owner would do;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Lot B Amenity Space to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
  - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
  - (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 3.08 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 3.08.

3.09 Reservations and Limitations. Notwithstanding the conditional easement to use the Lot B Amenity Space granted in Section 3.02 and the covenants made herein, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Lot B Amenity Space as may be required by the Lot B Owner or as the Lot B Owner may deem expedient provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby or areas of the Lot A Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Lot B Amenity Space as it may reasonably require or deem expedient;
- (c) Limitations. The Lot A Owner and its Users in exercising the easement to use the Lot B Amenity Space granted pursuant to Section 3.02 shall:
  - (i) only use and access those portions of the Lot B Amenity Space for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in its exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

3.10 Covenants. The Lot A Owner hereby covenants and agrees with the Lot B Owner, in respect of the Lot B Amenity Space Easement granted to it:

- (a) Minimize Interference with the Lot B Owner. It will, in exercising its rights to use the Lot B Amenity Space Easement located in Lot B:
  - (i) use only those portions of Lot B as may be reasonably required for the purposes of such easement;



- (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot B by the Lot B Owner; and
  - (iii) if the exercise of such rights and easement to use the Lot B Amenity Space causes any damage to Lot B, forthwith, at its own expense, restore Lot B to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Lot B Amenity Space;
- (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by it of the Lot B Amenity Space;
- (c) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot B Owner from time to time pursuant to Section 3.06 hereof in connection with the use of the Lot B Amenity Space.”
- (d) Section 5.05(c) is deleted in its entirety and replaced with the following:
  - “(c) failing a settlement of the Dispute pursuant to Section 5.05(b), the matter will be referred to binding arbitration pursuant to Section 11.05 hereof.”
- (e) Section 6.01 is deleted in its entirety and replaced with the following:
  - “6.01 If and when the conditions in Section 3.01 have been satisfied, then prior to November 30th of each calendar year commencing with the calendar year in which such conditions have been satisfied or such other date that the Lot B Owner may decide, the Lot B Owner will prepare and deliver to the Lot A Owner the Annual Estimated Lot B Amenity Space Operating Costs Budget.”
- (f) The first paragraph of Section 6.02 is deleted in its entirety and replaced with the following:
  - “6.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use the Lot B Amenity Space, the Lot A Owner covenants and agrees with the Lot B Owner to promptly and punctually pay to the Lot B Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot B Amenity Space Operating Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot B Owner requires same, the Lot A Owner shall provide the Lot B Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.”
- (g) Section 6.04(a) is deleted in its entirety and replaced with the following:
  - “(a) The Lot B Owner agrees to keep accurate accounting records of the Lot B Amenity Space Costs, which records shall be available for inspection or audit at the year end by the Lot A Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot A Owner.”
- (h) Section 7.01 is deleted in its entirety and replaced with the following:

“7.01 Equitable Charge over Lot A

The Lot A Owner hereby grants to the Lot B Owner an equitable charge over Lot A for an amount equal to the Lot A Owner's Proportionate Share of the Annual Actual Lot A Amenity Space Operating Costs Statement and the Annual Actual Lot B Amenity Space Operating Costs Statement and reasonable interest thereon payable by the Lot A Owner to the Lot B Owner In the event of a subdivision of Lot A by the deposit of a strata plan, this equitable charge shall attach to and charge each strata unit created thereby. This equitable charge shall be enforceable by a court appointed receiver for the sum hereby secured from the funds of the strata corporation from time to time and also shall have authority to make and enforce payment of special assessments against all strata unit owners to settle the claims of the Lot A Owner In any action to enforce this equitable charge, the Lot B Owner shall be entitled to court costs on a solicitor and own client basis (in the event of success), which costs shall also be a charge on Lot A and shall be apportioned as aforesaid. This equitable charge shall enure to the benefit of the Lot B Owner and its successors and assigns and this equitable charge shall run with the land and shall be binding upon the Lot A Owner and its successors in title but, with respect to personal liability, only for so long as and to the extent that the Lot A Owner or its successor in title remains an owner of Lot A or a part thereof.”

(i) Section 9.01(d) is deleted in its entirety and replaced with the following:

“(d) notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purposes only of receiving any rights granted to it in this Section 9.00 and, without limiting the generality of the foregoing, neither the City nor any of its elected officials, officers, servants, employees or agents (each herein called a "City Party" and collectively called the "City Parties") will be liable for anything done or failed to be done pursuant to or associated with any provision within this Agreement or anything contemplated thereby, whether or not such act or omission was accompanied by negligence on the part of the City or any City Party;”

(j) Section 9.01(e)(vi) is deleted in its entirety and replaced with the following:

“(vi) a claim made against the City or a City Party, notwithstanding Section 9.01(d) above; and”

(k) Section 11.05 is deleted in its entirety and replaced with the following:

“11.05 Arbitration

In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof other than with respect to Section 7.00 which will be resolved through judicial proceedings, or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision (other than a dispute with respect to determinations and allocations to be made under Section 5.00 which shall be resolved pursuant to Section 5.05, or a dispute with respect to determinations and allocations to be made under Section 6.00 which shall be resolved pursuant to Section 6.05), the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 11.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British

Columbia The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.”

3. Agreement Ratified and Confirmed

Except as hereby expressly modified, the Agreement is hereby ratified and confirmed by the Owners and the City to the effect and with the intent that the Agreement and this Modification shall be read and construed as one document.

4. Amendment

No alteration or amendment of the Agreement or this Modification shall have effect unless the same is in writing and duly executed by the parties to be charged.

5. Binding Effect

This Modification shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

6. Time

Time shall be of the essence of this Modification.

7. Conflict

In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Modification, the terms and conditions of this Modification will prevail.

IN WITNESS WHEREOF the parties hereto have executed this Modification by signing the General Instrument Part I attached hereto as of the date first above written on the said instrument.

**CONSENT AND PRIORITY 1**

WHEREAS BlueSky Properties (UD Lands) Inc. has entered into the attached Modification (the “**Covenant and Easements**”) to which the City of Surrey is a party and under which BlueSky Properties (UD Lands) Inc. has granted certain rights, licenses and easements with respect to the lands therein and herein described as “Lot A” and “Lot B”;

AND WHEREAS HSBC Bank Canada (“**HSBC**”) is the holder of the following charges or interests encumbering Lot A and/or Lot B, all of which have been registered in the Land Title Office under the numbers respectively indicated:

Mortgage CA8092116 and Assignment of Rents CA8092117 (together called the “**HSBC Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

1. HSBC hereby consents to the registration of the Covenants and Easements and the rights, licenses and easements granted thereby.
2. HSBC hereby covenants and agrees that the Covenant and Easements and the rights, licenses, easements, covenants and charges granted by the Covenant and Easements shall be binding upon its interests in and charges upon Lot A and Lot B under the HSBC Security, and that the Covenant and Easements and each of the rights, licenses, easements, covenants and charges granted thereby shall be an encumbrance upon Lot A and Lot B ranking in priority to each of the HSBC Security charges in the same manner and to the same effect as if the Covenant and Easements had been dated, executed and registered prior to the HSBC Security and prior to the advance of any monies pursuant to the HSBC Security.
3. This Indenture shall be binding on the successors and assigns of HSBC.

IN WITNESS WHEREOF HSBC has executed this priority agreement by causing its proper officers to sign the General Instrument.

**CONSENT AND PRIORITY 2**

WHEREAS BlueSky Properties (UD Lands) Inc. has entered into the attached Modification (the “**Covenant and Easements**”) to which the City of Surrey is a party and under which BlueSky Properties (UD Lands) Inc. has granted certain rights, licenses and easements with respect to the lands therein and herein described as “Lot A” and “Lot B”;

AND WHEREAS Aviva Insurance Company of Canada (“**Aviva**”) is the holder of the following charges or interests encumbering Lot A and/or Lot B, all of which have been registered in the Land Title Office under the numbers respectively indicated:

Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817) (collectively called the “**Aviva Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

1. Aviva hereby consents to the registration of the Covenant and Easements and the rights, licenses and easements granted thereby.
2. Aviva hereby covenants and agrees that the Covenant and Easements and the rights, licenses, easements, covenants and charges granted by the Covenant and Easements shall be binding upon its interests in and charges upon Lot A and Lot B under the Aviva Security, and that the Covenant and Easements and each of the rights, licenses and easements, covenants and charges granted thereby shall be an encumbrance upon Lot A and Lot B ranking in priority to each of the Aviva Security charges in the same manner and to the same effect as if the Covenant and Easements had been dated, executed and registered prior to the Aviva Security and prior to the advance of any monies pursuant to the Aviva Security.
3. This Indenture shall be binding on the successors and assigns of Aviva.

IN WITNESS WHEREOF Aviva has executed this priority agreement by causing its proper officers to sign the General Instrument.

**EXHIBIT "R"**

**FILED PARKING STALLS/STORAGE LOCKERS EASEMENT OVER LOT A**

[See Attached]



1. Application

Document Fees: \$78.17

**Andrea Hang, Legal Administrative Assistant, BOSA  
 PROPERTIES INC.  
 1201 - 838 West Hastings Street  
 Vancouver BC V6C 0A6  
 6042991363**

UD North | Easement Agreement - Parking Stalls/Storage Lockers Lot B over Lot A

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 1</b>  <b>Dominant Lands: PID: 030-861-926 Lot B            Section 22 Block 5 North Range 2 West New            Westminster District Plan EPP79101 except Air            Space Plan EPP115038</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS TO THE EASEMENT	

7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
  
**2023-07-11**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
  
**2023-07-11**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-08-01  
21:38:21 -07:00



**TERMS OF INSTRUMENT**

**EASEMENT AGREEMENT  
(PARKING STALLS/STORAGE LOCKERS)**

THIS AGREEMENT is dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

BETWEEN:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Grantor**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Grantee**”)

WHEREAS:

- A. The Grantor is the registered owner of certain lands and premises located in Surrey, B.C. and legally described as follows:

Parcel Identifier: 030-861-926

Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101 Except Air Space Plan EPP115038

(the “**Servient Lands**”);

- B. The Grantor is constructing a development (the “**Grantor’s Development**”) on the Servient Lands which includes an underground parking facility (the “**Grantor’s Parking Facility**”) and related improvements;

- C. The Grantee is the registered owner of certain lands and premises located in Surrey, B.C. and legally described as follows:

Parcel Identifier: 030-861-918

Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Dominant Lands**”);

- D. The Grantee is constructing a development (the “**Grantee’s Development**”) on the Dominant Lands which includes an underground parking facility (the “**Grantee’s Parking Facility**”) and related improvements and is interconnected with the Grantor’s Parking Facility; and
- E. The Grantor has agreed to grant to the Grantee an easement over the Servient Lands in accordance with the terms and conditions contained herein.

NOW THEREFORE in consideration of the premises and the covenants and conditions contained herein, the sum of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, each of the parties covenant and agree as follows:

## 1. GRANT OF EASEMENT

- 1.1 Subject to the terms and conditions contained in this Agreement, the Grantor hereby grants, transfers and conveys unto the Grantee, for the benefit of and to be appurtenant to the Dominant Lands, the full, free and uninterrupted right, license, liberty, privilege, easement and right of way over the Servient Lands for the Grantee, its successors and assigns and its and their respective occupants, tenants, licensees, guests and invitees (the “**Grantee’s Users**”), at all times hereafter, by day and by night, to enter upon, go across, pass and repass over, within, upon and along the Servient Lands, at their will and pleasure, with or without vehicles, for the purposes of:
- (a) access to and egress from such underground parking stalls (the “**Grantee’s Parking Stalls**”) located in the Grantor’s Parking Facility and available, from time to time, for use by the Grantee or the Grantee’s Users, by way of lease or licence or such other means as determined by the Grantor and the Grantee, each acting reasonably;
  - (b) parking vehicles in the Grantee’s Parking Stalls;
  - (c) access to and egress from such storage lockers (the “**Grantee’s Storage Lockers**”) located in the Grantor’s Parking Facility and available, from time to time, for use by the Grantee or the Grantee’s Users, by way of lease or licence or such other means as determined by the Grantor and the Grantee, each acting reasonably;
  - (d) having use of and access to the Grantee’s Storage Lockers for the purpose of storing permitted household items and bicycles; and
  - (e) doing all acts which in the reasonable opinion of the Grantee are necessary or incidental to the foregoing.
- 1.2 The Grantee, in exercising the easement granted in Section 1.1, will use only those portions of the Servient Lands to which it is reasonable to have access for the purposes of such easement.

## 2. EASEMENT PLAN

- 2.1 The parties acknowledge and agree that the easement granted in Section 1.1 will be a charge against the whole of the Servient Lands. Once the Grantor has substantially completed the Grantor’s Parking Facility on the Servient Lands, and upon the written request of one party hereto to the other, the right, liberty, easement, privilege and permission hereby granted will thereupon and thereafter be confined and restricted to those portions of the Servient Lands (which will thereafter be referred to as the “**Grantor’s Parking Facility Easement Area**”) containing the Grantor’s Parking Facility as will be precisely determined by a survey to be made by a British Columbia Land Surveyor at the sole cost of the Grantee and shown on a registrable plan of easement (the “**Easement Plan**”), which will be deposited in the Land Title Office together with such modification or partial discharge of this Agreement as may be required to confirm

that the Grantor's Parking Facility Easement Area is limited to the area shown on the Easement Plan and that thereafter all references to the Grantor's Parking Facility will be deemed references to the Grantor's Parking Facility Easement Area, being the area shown on the Easement Plan. Each of the Grantor and the Grantee agrees to accept the accuracy of the Easement Plan, and will, at the sole cost of the Grantor, do, execute and deliver all further assurances, acts and documents, including any partial discharge or amendment of this Agreement, in registrable form, for the purpose of evidencing and giving full force and effect to the foregoing.

### **3. MAINTENANCE, OPERATION AND REPAIR OBLIGATIONS AND PAYMENTS**

3.1 Once the Grantor has constructed the Grantor's Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee's Parking Stalls and the Grantee's Storage Lockers, the Grantor will maintain, operate and repair the Grantor's Parking Facility as would a prudent owner. In the event that the Grantor fails to so maintain, operate and repair the Grantor's Parking Facility, the Grantee may, but will not be obliged to, do so at the cost of the Grantor and in such event the Grantor will pay to the Grantee, forthwith upon demand, all reasonable costs incurred in such maintenance, operation and repair.

3.2 For the purposes of this Section 3.2, the "**Grantee's Proportionate Share**" means the fraction having as its numerator the number of Grantee's Parking Stalls and the Grantee's Storage Lockers and as its denominator the total number of parking stalls and storage lockers in the Grantor's Parking Facility, as applicable. Once the Grantor has constructed the Grantor's Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee's Parking Stalls and the Grantee's Storage Lockers, the Grantee will pay to the Grantor the Grantee's Proportionate Share of the reasonable costs incurred from time to time in maintaining, operating and repairing the Grantor's Parking Facility, as reasonably determined by the Grantor, within 30 days of receipt of an invoice for the same. Upon request by the Grantee, the Grantor will provide a detailed summary of the costs incurred by the Grantor for which it is seeking reimbursement. If the Grantee reasonably objects in writing to any costs incurred from time to time in maintaining, operating and repairing the Grantor's Parking Facility and the parties fail to agree, the matter will immediately be submitted to arbitration as provided in Section 8.1 and the Grantee will not be obligated to pay its contribution of such disputed costs to the Grantor unless determined to be so obligated by the arbitrator.

### **4. COVENANTS OF THE GRANTOR**

4.1 The Grantor covenants and agrees that it will:

- (a) proceed diligently to construct the Grantor's Development in a timely and commercially reasonable manner;
- (b) not do or permit to be done any act or thing which may, in the reasonable opinion of the Grantee, interfere with or obstruct access to the Grantor's Parking Facility for the purposes contained in this Agreement or interfere with or cause any damage to the Grantor's Parking Facility; and
- (c) subject to the terms and conditions contained in this Agreement, permit the Grantee to peaceably hold and enjoy the rights hereby granted for the period during which the Grantee accepts the grant of easement but not beyond the day, if ever, on which the Grantee provides the Grantor with a discharge of the easement herein granted.

### **5. COVENANTS OF THE GRANTEE**

5.1 The Grantee covenants and agrees that it will insofar as it is practical so to do, exercise its rights under this Agreement in such a manner as not to interfere unreasonably with the use of the Servient Lands.

## 6. DEFAULT

- 6.1 In the event that any party hereto (the “**Defaulting Owner**”) does not fulfil any of its obligations under this Agreement or is in breach of any of its covenants herein, the other party (the “**Non-Defaulting Owner**”), will have the right, but not be obligated, to perform such obligations and covenants in the place of the Defaulting Owner and make reasonable and necessary expenditures therefor, and the Defaulting Owner hereby indemnifies the Non-Defaulting Owner for the costs so incurred. Prior to exercising such rights, the Non-Defaulting Owner will give no less than 20 days’ prior written notice to the Defaulting Owner, except in the case of emergency, where the Non-Defaulting Owner will only be required to give such notice as is reasonable in the circumstances having regard to the nature of the emergency.

## 7. SUBDIVISION

- 7.1 The easement granted in Section 1.1 and the other covenants and agreements herein of the Grantor will be construed as running with the Servient Lands and as appurtenant to the Dominant Lands.
- 7.2 Subject to Section 7.4, if the Dominant Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the benefit of the easement granted in Section 1.1 and the other covenants and agreements herein will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas.
- 7.3 Subject to Section 7.4, if the Servient Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will continue to charge each of the new parcels, lots or other subdivided parcels and areas so created. Notwithstanding the foregoing, upon the registration of the Easement Plan, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will bind only the new parcels, lots or other subdivided parcels and areas upon which the Grantor’s Parking Facility Easement Area is located.
- 7.4 In the event the Dominant Lands or the Servient Lands are subdivided by the deposit of a strata plan in accordance with the *Strata Property Act* (British Columbia), as amended from time to time, then:
- (a) the benefit and burden of the easement granted in Section 1.1 and the other covenants and agreements herein will be automatically accepted on behalf of the owners of the strata lots by the strata corporation created thereby, without the need of further documentation, and will be administered, enforced, modified or released by the strata corporation only and, in particular, without limiting the generality of the foregoing, the strata corporation will make all payments required to be made under this Agreement and will receive all payments to be paid under this Agreement;
  - (b) the owners of the strata lots will not attempt to enforce or in any way interfere with the administration by the strata corporation of the easement granted in Section 1.1;
  - (c) the personal liability under this Agreement of each owner of a strata lot that enjoys the benefit of the Grantee’s Parking Stalls and the Grantee’s Storage Lockers, whichever is applicable, will be limited to the unit entitlement of the respective strata lot in the common property of the strata plan; and
  - (d) any agreement to modify this Agreement or to modify the easement granted in Section 1.1 will require a special resolution of the strata corporation.

**8. ARBITRATION**

8.1 If the Grantor and the Grantee are at any time, or from time to time, unable to agree on any matter whatsoever with regard to or arising from this Agreement within what either the Grantor or the Grantee considers to be a reasonable time, then either may deliver to the other notice that the matter is to be referred to a single arbitrator in accordance with the provisions of the *Arbitration Act* (British Columbia), as amended from time to time, and the cost of arbitration will be shared equally by the parties. The arbitrator's decision with respect to any matter in dispute will be final and binding on the parties.

**9. MISCELLANEOUS**

9.1 The parties agree that a condition of the sale of either the Servient Lands or the Dominant Lands, as the case may be from time to time, will be that the purchaser or purchasers thereof will covenant in writing to be bound by and observe and perform each and every term, covenant and condition of this Agreement applicable to the Grantor or the Grantee, as the case may be.

9.2 Subject to Section 9.1, none of the covenants herein contained will be personal and binding on the Grantor and the Grantee except during their ownership of the Servient Lands and the Dominant Lands, respectively, and each such owner will be liable only for any breaches of such covenants that occur during their respective periods of such ownership.

9.3 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations under this Agreement.

9.4 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.

9.5 Whenever it is required or desired that a party serve a notice on the other party, service will be deemed to be satisfactory and to have occurred:

- (a) on the date of service, if that party has been personally served; or
- (b) on the date received or on the third business day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown for that party in the records of the Land Title Office or to whatever address any party from time to time in writing notifies the other party.

9.6 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

9.7 The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto.

9.8 Each party will from time to time execute and deliver (in registerable form where required), at the request of the other, all such further documents and do or cause to be done such further acts and things and give all such further assurances that may be necessary or desirable to facilitate the granting of the easement contained herein or the partial discharge of the same as contemplated in Section 2.1.

9.9 This Agreement will enure to the benefit of the Grantee and its respective successors and assigns and will be binding upon the Grantee and the Grantor and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.

9.10 This Agreement will be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written on the Form C and Form D instruments above which are a part hereof.

END OF DOCUMENT

**EXHIBIT "R-1"**

**FILED PARKING STALLS/STORAGE LOCKERS EASEMENT OVER LOT B (EXCEPT ASP 1)**

[See Attached]



1. Application

Document Fees: \$78.17

**Andrea Hang, Legal Administrative Assistant, BOSA  
 PROPERTIES INC.  
 1201 - 838 West Hastings Street  
 Vancouver BC V6C 0A6  
 6042991363**

UD South | Easement Agreement - Parking Stalls/Storage Lockers Lot A over Lot B

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101 EXCEPT AIR SPACE PLAN EPP115038</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 1</b>  <b>Dominant Lands: PID: 030-861-918 Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS TO THE EASEMENT	

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-07-11**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-07-11**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-08-01  
21:38:50 -07:00

**TERMS OF INSTRUMENT**

**EASEMENT AGREEMENT  
(PARKING STALLS/STORAGE LOCKERS)**

THIS AGREEMENT is dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

BETWEEN:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Grantor**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Grantee**”)

WHEREAS:

- A. The Grantor is the registered owner of certain lands and premises located in Surrey, B.C. and legally described as follows:

Parcel Identifier: 030-861-918

Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Servient Lands**”);

- B. The Grantor is constructing a development (the “**Grantor’s Development**”) on the Servient Lands which includes an underground parking facility (the “**Grantor’s Parking Facility**”) and related improvements;

- C. The Grantee is the registered owner of certain lands and premises located in Surrey, B.C. and legally described as follows:

Parcel Identifier: 030-861-926

Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101, Except Air Space Plan EPP115038

(the “**Dominant Lands**”);

- D. The Grantee is constructing a development (the “**Grantee’s Development**”) on the Dominant Lands which includes an underground parking facility (the “**Grantee’s Parking Facility**”) and related improvements and is interconnected with the Grantor’s Parking Facility; and
- E. The Grantor has agreed to grant to the Grantee an easement over the Servient Lands in accordance with the terms and conditions contained herein.

NOW THEREFORE in consideration of the premises and the covenants and conditions contained herein, the sum of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, each of the parties covenant and agree as follows:

## 1. GRANT OF EASEMENT

- 1.1 Subject to the terms and conditions contained in this Agreement, the Grantor hereby grants, transfers and conveys unto the Grantee, for the benefit of and to be appurtenant to the Dominant Lands, the full, free and uninterrupted right, license, liberty, privilege, easement and right of way over the Servient Lands for the Grantee, its successors and assigns and its and their respective occupants, tenants, licensees, guests and invitees (the “**Grantee’s Users**”), at all times hereafter, by day and by night, to enter upon, go across, pass and repass over, within, upon and along the Servient Lands, at their will and pleasure, with or without vehicles, for the purposes of:
  - (a) access to and egress from such underground parking stalls (the “**Grantee’s Parking Stalls**”) located in the Grantor’s Parking Facility and available, from time to time, for use by the Grantee or the Grantee’s Users, by way of lease or licence or such other means as determined by the Grantor and the Grantee, each acting reasonably;
  - (b) parking vehicles in the Grantee’s Parking Stalls;
  - (c) access to and egress from such storage lockers (the “**Grantee’s Storage Lockers**”) located in the Grantor’s Parking Facility and available, from time to time, for use by the Grantee or the Grantee’s Users, by way of lease or licence or such other means as determined by the Grantor and the Grantee, each acting reasonably;
  - (d) having use of and access to the Grantee’s Storage Lockers for the purpose of storing permitted household items and bicycles; and
  - (e) doing all acts which in the reasonable opinion of the Grantee are necessary or incidental to the foregoing.
- 1.2 The Grantee, in exercising the easement granted in Section 1.1, will use only those portions of the Servient Lands to which it is reasonable to have access for the purposes of such easement.

## 2. EASEMENT PLAN

- 2.1 The parties acknowledge and agree that the easement granted in Section 1.1 will be a charge against the whole of the Servient Lands. Once the Grantor has substantially completed the Grantor’s Parking Facility on the Servient Lands, and upon the written request of one party hereto to the other, the right, liberty, easement, privilege and permission hereby granted will thereupon and thereafter be confined and restricted to those portions of the Servient Lands (which will thereafter be referred to as the “**Grantor’s Parking Facility Easement Area**”) containing the Grantor’s Parking Facility as will be precisely determined by a survey to be made by a British Columbia Land Surveyor at the sole cost

of the Grantee and shown on a registrable plan of easement (the “**Easement Plan**”), which will be deposited in the Land Title Office together with such modification or partial discharge of this Agreement as may be required to confirm that the Grantor’s Parking Facility Easement Area is limited to the area shown on the Easement Plan and that thereafter all references to the Grantor’s Parking Facility will be deemed references to the Grantor’s Parking Facility Easement Area, being the area shown on the Easement Plan. Each of the Grantor and the Grantee agrees to accept the accuracy of the Easement Plan, and will, at the sole cost of the Grantor, do, execute and deliver all further assurances, acts and documents, including any partial discharge or amendment of this Agreement, in registrable form, for the purpose of evidencing and giving full force and effect to the foregoing.

### **3. MAINTENANCE, OPERATION AND REPAIR OBLIGATIONS AND PAYMENTS**

3.1 Once the Grantor has constructed the Grantor’s Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee’s Parking Stalls and the Grantee’s Storage Lockers, the Grantor will maintain, operate and repair the Grantor’s Parking Facility as would a prudent owner. In the event that the Grantor fails to so maintain, operate and repair the Grantor’s Parking Facility, the Grantee may, but will not be obliged to, do so at the cost of the Grantor and in such event the Grantor will pay to the Grantee, forthwith upon demand, all reasonable costs incurred in such maintenance, operation and repair.

3.2 For the purposes of this Section 3.2, the “**Grantee’s Proportionate Share**” means the fraction having as its numerator the number of Grantee’s Parking Stalls and the Grantee’s Storage Lockers and as its denominator the total number of parking stalls and storage lockers in the Grantor’s Parking Facility, as applicable. Once the Grantor has constructed the Grantor’s Development and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Grantee’s Parking Stalls and the Grantee’s Storage Lockers, the Grantee will pay to the Grantor the Grantee’s Proportionate Share of the reasonable costs incurred from time to time in maintaining, operating and repairing the Grantor’s Parking Facility, as reasonably determined by the Grantor, within 30 days of receipt of an invoice for the same. Upon request by the Grantee, the Grantor will provide a detailed summary of the costs incurred by the Grantor for which it is seeking reimbursement. If the Grantee reasonably objects in writing to any costs incurred from time to time in maintaining, operating and repairing the Grantor’s Parking Facility and the parties fail to agree, the matter will immediately be submitted to arbitration as provided in Section 8.1 and the Grantee will not be obligated to pay its contribution of such disputed costs to the Grantor unless determined to be so obligated by the arbitrator.

### **4. COVENANTS OF THE GRANTOR**

4.1 The Grantor covenants and agrees that it will:

- (a) proceed diligently to construct the Grantor’s Development in a timely and commercially reasonable manner;
- (b) not do or permit to be done any act or thing which may, in the reasonable opinion of the Grantee, interfere with or obstruct access to the Grantor’s Parking Facility for the purposes contained in this Agreement or interfere with or cause any damage to the Grantor’s Parking Facility; and
- (c) subject to the terms and conditions contained in this Agreement, permit the Grantee to peaceably hold and enjoy the rights hereby granted for the period during which the Grantee accepts the grant of easement but not beyond the day, if ever, on which the Grantee provides the Grantor with a discharge of the easement herein granted.

## 5. COVENANTS OF THE GRANTEE

- 5.1 The Grantee covenants and agrees that it will insofar as it is practical so to do, exercise its rights under this Agreement in such a manner as not to interfere unreasonably with the use of the Servient Lands.

## 6. DEFAULT

- 6.1 In the event that any party hereto (the “**Defaulting Owner**”) does not fulfil any of its obligations under this Agreement or is in breach of any of its covenants herein, the other party (the “**Non-Defaulting Owner**”), will have the right, but not be obligated, to perform such obligations and covenants in the place of the Defaulting Owner and make reasonable and necessary expenditures therefor, and the Defaulting Owner hereby indemnifies the Non-Defaulting Owner for the costs so incurred. Prior to exercising such rights, the Non-Defaulting Owner will give no less than 20 days’ prior written notice to the Defaulting Owner, except in the case of emergency, where the Non-Defaulting Owner will only be required to give such notice as is reasonable in the circumstances having regard to the nature of the emergency.

## 7. SUBDIVISION

- 7.1 The easement granted in Section 1.1 and the other covenants and agreements herein of the Grantor will be construed as running with the Servient Lands and as appurtenant to the Dominant Lands.
- 7.2 Subject to Section 7.4, if the Dominant Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the benefit of the easement granted in Section 1.1 and the other covenants and agreements herein will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas.
- 7.3 Subject to Section 7.4, if the Servient Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will continue to charge each of the new parcels, lots or other subdivided parcels and areas so created. Notwithstanding the foregoing, upon the registration of the Easement Plan, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will bind only the new parcels, lots or other subdivided parcels and areas upon which the Grantor’s Parking Facility Easement Area is located.
- 7.4 In the event the Dominant Lands or the Servient Lands are subdivided by the deposit of a strata plan in accordance with the *Strata Property Act* (British Columbia), as amended from time to time, then:
- (a) the benefit and burden of the easement granted in Section 1.1 and the other covenants and agreements herein will be automatically accepted on behalf of the owners of the strata lots by the strata corporation created thereby, without the need of further documentation, and will be administered, enforced, modified or released by the strata corporation only and, in particular, without limiting the generality of the foregoing, the strata corporation will make all payments required to be made under this Agreement and will receive all payments to be paid under this Agreement;
  - (b) the owners of the strata lots will not attempt to enforce or in any way interfere with the administration by the strata corporation of the easement granted in Section 1.1;

- (c) the personal liability under this Agreement of each owner of a strata lot that enjoys the benefit of the Grantee's Parking Stalls and the Grantee's Storage Lockers, whichever is applicable, will be limited to the unit entitlement of the respective strata lot in the common property of the strata plan; and
- (d) any agreement to modify this Agreement or to modify the easement granted in Section 1.1 will require a special resolution of the strata corporation.

## **8. ARBITRATION**

- 8.1 If the Grantor and the Grantee are at any time, or from time to time, unable to agree on any matter whatsoever with regard to or arising from this Agreement within what either the Grantor or the Grantee considers to be a reasonable time, then either may deliver to the other notice that the matter is to be referred to a single arbitrator in accordance with the provisions of the *Arbitration Act* (British Columbia), as amended from time to time, and the cost of arbitration will be shared equally by the parties. The arbitrator's decision with respect to any matter in dispute will be final and binding on the parties.

## **9. MISCELLANEOUS**

- 9.1 The parties agree that a condition of the sale of either the Servient Lands or the Dominant Lands, as the case may be from time to time, will be that the purchaser or purchasers thereof will covenant in writing to be bound by and observe and perform each and every term, covenant and condition of this Agreement applicable to the Grantor or the Grantee, as the case may be.
- 9.2 Subject to Section 9.1, none of the covenants herein contained will be personal and binding on the Grantor and the Grantee except during their ownership of the Servient Lands and the Dominant Lands, respectively, and each such owner will be liable only for any breaches of such covenants that occur during their respective periods of such ownership.
- 9.3 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations under this Agreement.
- 9.4 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- 9.5 Whenever it is required or desired that a party serve a notice on the other party, service will be deemed to be satisfactory and to have occurred:
- (a) on the date of service, if that party has been personally served; or
  - (b) on the date received or on the third business day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown for that party in the records of the Land Title Office or to whatever address any party from time to time in writing notifies the other party.
- 9.6 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 9.7 The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto.

- 9.8 Each party will from time to time execute and deliver (in registerable form where required), at the request of the other, all such further documents and do or cause to be done such further acts and things and give all such further assurances that may be necessary or desirable to facilitate the granting of the easement contained herein or the partial discharge of the same as contemplated in Section 2.1.
- 9.9 This Agreement will enure to the benefit of the Grantee and its respective successors and assigns and will be binding upon the Grantee and the Grantor and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.
- 9.10 This Agreement will be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written on the Form C and Form D instruments above which are a part hereof.

END OF DOCUMENT

**EXHIBIT "S-1"**

**FILED PARKING ACCESS EASEMENT OVER LOT A**

[See Attached]





1. Application

Document Fees: \$78.17

**Andrea Hang, Legal Administrative Assistant, BOSA PROPERTIES INC.  
 1201 - 838 West Hastings Street  
 Vancouver BC V6C 0A6  
 6042991363**

UD North | Parking Access Easement Lot B over Lot A

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 1</b>  <b>Dominant Lands: PID: 030-861-926 Lot B Section 22 Block 5 North Range 2 West New Westminister District Plan EPP79101, Except part in Air Space Plan EPP115038</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC914328**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS TO THE EASEMENT	

7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-07-11**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

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**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-08-01  
21:38:04 -07:00

**TERMS OF INSTRUMENT - PART 2**

**EASEMENT AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2023.

AMONG:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Grantor**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Grantee**”)

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the lands and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as follows:

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(the “**Servient Lands**”);

- B. The Grantee is the registered owner in fee simple of all and singular those certain parcels or tracts of land and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as follows:

Parcel Identifier: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101,  
Except part in Air Space Plan EPP115038

(the “**Dominant Lands**”);

- C. BlueSky Properties (UD Lands) Inc. is constructing a residential strata development (the “**Development**”) on the Dominant Lands and the Servient Lands which includes an underground parking facility (the “**Parking Facility**”) and related improvements on the Dominant Lands and a driveway, vehicular ramp and related improvements (collectively, the “**Access Driveway**”) on a portion of the Servient Lands for the purposes of providing vehicular access to and egress from the Parking Facility;

- D. The Grantor has agreed to grant to the Grantee an easement over the Servient Lands in accordance with the terms and conditions contained herein; and
- E. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple.

NOW THEREFORE in consideration of the premises and the covenants and conditions contained herein, the sum of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, each of the parties covenant and agree as follows:

## 1. GRANT OF EASEMENT

- 1.1 Subject to the terms and conditions contained in this Agreement, the Grantor hereby grants, transfers and conveys unto the Grantee, for the benefit of and to be appurtenant to the Dominant Lands, the full, free and uninterrupted right, license, liberty, privilege, easement and right of way over the Servient Lands for the Grantee, its successors and assigns and its and their respective occupants, tenants, licensees, guests and invitees, at all times hereafter, by day and by night, to enter upon, go across, pass and repass over, within, upon and along the Servient Lands, at their will and pleasure, with or without automobiles, motorcycles and other vehicles, for the purposes of:
  - (a) access to and egress from the Parking Facility; and
  - (b) doing all acts which in the reasonable opinion of the Grantee are necessary or incidental to the foregoing.
- 1.2 The Grantee, in exercising the easement granted in Section 1.1, will use only those portions of the Servient Lands to which it is reasonable to have access for the purposes of such easement.

## 2. EASEMENT PLAN

- 2.1 The parties acknowledge and agree that the easement granted in Section 1.1 will be a charge against the whole of the Servient Lands. Once the Grantor has substantially completed the Access Driveway on the Servient Lands, and upon the written request of one party hereto to the other, the right, liberty, easement, privilege and permission hereby granted will thereupon and thereafter be confined and restricted to those portions of the Servient Lands (which will thereafter be referred to as the “**Easement Area**”) containing the Access Driveway as will be precisely determined by one or more surveys to be made by a British Columbia Land Surveyor at the sole cost of the Grantor and shown on one or more registrable plans of easement (collectively, the “**Easement Plan**”), which will be deposited in the Land Title Office together with such modification or partial discharge of this Agreement as may be required to confirm that the Easement Area is limited to the area shown on the Easement Plan and that thereafter all references to the Easement Area will be to the area shown on the Easement Plan. Each of the Grantor and the Grantee agrees to accept the accuracy of the Easement Plan, and will, at the sole cost of the Grantor, do, execute and deliver all further assurances, acts and documents, including any partial discharge or amendment of this Agreement, in registrable form, for the purpose of evidencing and giving full force and effect to the foregoing.

### 3. MAINTENANCE, OPERATION AND REPAIR OBLIGATIONS AND PAYMENTS

3.1 For the purposes of this Section 3, the “**Grantee’s Proportionate Share**” means 100%, unless and until the Servient Lands are subdivided by the deposit in the Land Title Office of a strata plan in respect thereof, following which the Grantee’s Proportionate Share shall mean:

- (a) the percentage derived from the following ratio: Total Unit Entitlement of all strata lots in the strata plan subdividing the Servient Lands ÷ (Total Unit Entitlement of all strata lots in the strata plan subdividing the Servient Lands + Total Unit Entitlement of all strata lots in the strata plan subdividing the Dominant Lands); or
- (b) such other percentage as the respective owner(s) of the Dominant Lands and the Servient Lands, each acting in their sole discretion, may determine from time to time.

3.2 Once the Access Driveway has been constructed and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Easement Area, the Grantor will maintain, operate and repair the Easement Area as would a prudent owner. In the event that the Grantor fails to so maintain, operate and repair the Easement Area, the Grantee may, but will not be obliged to, do so at the cost of the Grantor and in such event the Grantor will pay to the Grantee, forthwith upon demand, all reasonable costs incurred in such maintenance, operation and repair.

3.3 Once the Access Driveway has been constructed and the Grantee commences to exercise its rights under this Agreement and use the easement herein granted in respect of the Easement Area, the Grantee will pay to the Grantor the Grantee’s Proportionate Share of the reasonable costs incurred from time to time in maintaining, operating and repairing the Easement Area, as reasonably determined by the Grantor, within 30 days of receipt of an invoice for the same. Upon request by the Grantee, the Grantor will provide a detailed summary of the costs incurred by the Grantor for which it is seeking reimbursement. If the Grantee reasonably objects in writing to any costs incurred from time to time in maintaining, operating and repairing the Easement Area and the parties fail to agree, the matter will immediately be submitted to arbitration as provided in Section 8.1 and the Grantee will not be obliged to pay its contribution of such disputed costs to the Grantor unless determined to be so obligated by the arbitrator.

### 4. COVENANTS OF THE GRANTOR

4.1 The Grantor covenants and agrees that it will:

- (a) once the Access Driveway has been constructed, not do or permit to be done any act or thing which may, in the reasonable opinion of the Grantee, interfere with or obstruct access to the Easement Area, whichever is applicable, for the purposes contained in this Agreement or interfere with or cause any damage to the Easement Area, whichever is applicable; and
- (b) subject to the terms and conditions contained in this Agreement, permit the Grantee to peaceably hold and enjoy the rights hereby granted for the period during which the Grantee accepts the grant of easement but not beyond the day, if ever, on which the Grantee provides the Grantor with a discharge of the easement herein granted.

## 5. COVENANTS OF THE GRANTEE

5.1 The Grantee covenants and agrees that it will:

- (a) insofar as it is practical so to do, exercise its rights under this Agreement in such a manner as not to interfere unreasonably with the use of the Servient Lands; and
- (b) indemnify and save harmless the Grantor in respect of any action, cause of action, suit, damage, loss, cost, claim and demand of any nature whatsoever arising out of the exercise by the Grantee or any other person permitted under this Agreement of any of the rights granted under this Agreement by reason of or with respect to any injury to person, including death, resulting at any time hereafter and any damage to or loss of property suffered by the Grantor or others, except to the extent of negligence or wilful misconduct of the Grantor or persons for whose conduct the Grantor is responsible.

## 6. DEFAULT

6.1 In the event that any party hereto (the “**Defaulting Owner**”) does not fulfil any of its obligations under this Agreement or is in breach of any of its covenants herein, the other party (the “**Non-Defaulting Owner**”), will have the right, but not be obligated, to perform such obligations and covenants in the place of the Defaulting Owner and make reasonable and necessary expenditures therefor, and the Defaulting Owner hereby indemnifies the Non-Defaulting Owner for the costs so incurred. Prior to exercising such rights, the Non-Defaulting Owner will give not less than 10 days’ prior written notice to the Defaulting Owner, except in the case of emergency, where the Non-Defaulting Owner will only be required to give such notice as is reasonable in the circumstances having regard to the nature of the emergency.

## 7. SUBDIVISION

7.1 The easement granted in Section 1.1 and the other covenants and agreements herein of the Grantor will be construed as running with the Servient Lands and as appurtenant to the Dominant Lands.

7.2 If the Dominant Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the benefit of the easement granted in Section 1.1 and the other covenants and agreements herein will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas.

7.3 If the Servient Lands are subdivided either wholly or in part at any time either under the provisions of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia), as amended from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will continue to charge each of the new parcels, lots or other subdivided parcels and areas so created. Notwithstanding the foregoing, upon the registration of the Easement Plan, the burden of the easement granted in Section 1.1 and the other covenants and agreements herein will bind only the new parcels, lots or other subdivided parcels and areas upon which the Easement Area is located.

7.4 In the event the Dominant Lands or the Servient Lands are subdivided by the deposit of a strata plan in accordance with the *Strata Property Act* (British Columbia), as amended from time to time, then:

- (a) the benefit and burden of the easement granted in Section 1.1 and the other covenants and agreements herein will be automatically accepted on behalf of the owners of the strata lots by the strata corporation created thereby, without the need of further documentation, and will be administered, enforced, modified or released by the strata corporation only and, in particular, without limiting the generality of the foregoing, the strata corporation will make all payments required to be made under this Agreement and will receive all payments to be paid under this Agreement;
- (b) the owners of the strata lots will not attempt to enforce or in any way interfere with the administration by the strata corporation of the easement granted in Section 1.1;
- (c) the personal liability under this Agreement of each owner of a strata lot that enjoys the benefit of the Easement Area, will be limited to the unit entitlement of the respective strata lot in the common property of the strata plan; and
- (d) any agreement to modify this Agreement or to modify the easement granted in Section 1.1 will require a special resolution of the strata corporation.

## **8. ARBITRATION**

- 8.1 If the Grantor and the Grantee are at any time, or from time to time, unable to agree on any matter whatsoever with regard to or arising from this Agreement within what either the Grantor or the Grantee considers to be a reasonable time, then either may deliver to the other notice that the matter is to be referred to a single arbitrator in accordance with the provisions of the *Commercial Arbitration Act* (British Columbia), as amended from time to time, and the cost of arbitration will be shared equally by the parties. The arbitrator's decision with respect to any matter in dispute will be final and binding on the parties.

## **9. MISCELLANEOUS**

- 9.1 The parties agree that a condition of the sale of either the Servient Lands or the Dominant Lands, as the case may be from time to time, will be that the purchaser or purchasers thereof will covenant in writing to be bound by and observe and perform each and every term, covenant and condition of this Agreement applicable to the Grantor or the Grantee, as the case may be.
- 9.2 Subject to Section 9.1, none of the covenants herein contained will be personal and binding on the Grantor and the Grantee except during their ownership of the Servient Lands and the Dominant Lands, respectively, and each such owner will be liable only for any breaches of such covenants that occur during their respective periods of such ownership.
- 9.3 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations under this Agreement.
- 9.4 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- 9.5 Whenever it is required or desired that a party serve a notice on the other party, service will be deemed to be satisfactory and to have occurred:
- (a) on the date of service, if that party has been personally served; or

- (b) on the date received or on the third business day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown for that party in the records of the Land Title Office or to whatever address any party from time to time in writing notifies the other party.
- 9.6 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 9.7 The word “including”, when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as “without limitation” or “without limiting the generality of the foregoing”) is used with reference thereto.
- 9.8 Each party will from time to time execute and deliver (in registerable form where required), at the request of the other, all such further documents and do or cause to be done such further acts and things and give all such further assurances that may be necessary or desirable to facilitate the granting of the easement contained herein or the partial discharge of the same as contemplated in Section 2.1.
- 9.9 This Agreement will enure to the benefit of the Grantee and its respective successors and assigns and will be binding upon the Grantee and the Grantor and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.
- 9.10 This Agreement will be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written on the Form C and Form D instruments above which are a part hereof.

END OF DOCUMENT



**EXHIBIT "U"**

**FINAL COMMON PROPERTY LICENCE AGREEMENT**

[See Attached]

# **UNIVERSITY DISTRICT NORTH**

## **COMMON PROPERTY LICENCE AGREEMENT**

**THIS AGREEMENT** made as of this \_\_\_ day of \_\_\_\_\_, 202\_\_ (the “**Commencement Date**”)

**BETWEEN:**

**THE OWNERS, STRATA PLAN EPS7718**

(the “**Licensor**”)

**AND:**

**BLUESKY PROPERTIES (UD LANDS) INC.**

(the “**Licensee**”)

**WHEREAS:**

- A. The Licensor is the strata corporation for the UD North Development and is responsible for managing and maintaining the Common Property;
- B. The Licensee is the developer of the Development and has certain ongoing obligations in respect of the Development; and
- C. The Licensor has agreed to grant to the Licensee a licence to carry out certain activities on the Common Property, as set out herein.

**NOW THEREFORE** in consideration of the sum of \$10.00 and the premises, mutual grants and covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto covenant and agree with each other as follows:

### **ARTICLE 1 DEFINITIONS AND INTERPRETATIONS**

#### **1.1 Definitions**

For the purposes of this Agreement, the following words or phrases will have the following meanings:

- (a) “**City**” means the City of Surrey, British Columbia;
- (b) “**Commercial Component**” means the air space parcel containing a commercial retail unit and legally described as:

PID \_\_\_\_\_  
Air Space Parcel 1 Section 22 Block 5 North Range 2 West New Westminster  
District Air Space Plan EPP115038;

- (c) **“Common Property”** means the common property within Strata Plan EPS7718, including, without limitation, the portion of the underground parking facility located within the UD North Development;
- (d) **“Development”** means, collectively, the UD North Development, the UD South Development and the Commercial Component;
- (e) **“Licensee’s Works”** means, collectively, and without limitation, any and all works, actions and activities to be performed by the Licensee on the Common Property as required to fulfil any of the Licensee’s ongoing obligations to the City in connection with the Development, if any, which are personal to the Licensee (or any affiliate thereof) and have not been assumed by the Strata Corporation, any works related to the completion or repair of the architectural precast fins installed on the exterior of one or more buildings comprising the Development, and any other works that the Licensee may deem necessary or desirable in its sole discretion to be performed on the Common Property and all other equipment, improvements and works constructed or installed by or on behalf of the Licensee within the Common Property from time to time;
- (f) **“Residents”** means the owners, tenants and other residents of the strata lots in Strata Plan EPS7718;
- (g) **“Term”** means the period commencing on the Commencement Date and ending on the Termination Date;
- (h) **“Termination Date”** means \_\_\_\_\_;
- (i) **“UD North Development”** means the residential strata development known as **“University District North”** located at 13428 105 Avenue and 10468 University Drive, Surrey, British Columbia stratified by Strata Plan EPS7718; and
- (j) **“UD South Development”** means the residential strata development known as **“University District South”** located at 10428, 10448 and 10468 University Drive, Surrey, British Columbia stratified by Strata Plan EPS7719.

## 1.2 Severability of Provisions

If any provision or provisions herein contained will be found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision or provisions will be deleted herefrom and this Agreement will thereafter be construed as though such provision or provisions were never herein contained.

## 1.3 Amendments, etc.

No supplement or amendment, modification or waiver or termination of this Agreement will be binding unless executed in writing by the parties hereto.

## 1.4 Headings

The headings of the Parts or paragraphs herein contained are not intended to limit, extend or be considered in the interpretation of the meaning of this Agreement or any particular Part or paragraph thereof and have been inserted for convenience of reference only.

## **1.5 Interpretation**

Wherever the singular number or the masculine or neuter gender is used in this Agreement they will be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it will be construed as being the singular, and vice versa, where the context or the parties hereto so require.

## **1.6 Enurement**

This Agreement will enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns.

## **ARTICLE 2 LICENCES**

### **2.1 Grant of Licences**

The Strata Corporation does hereby grant, convey and confirm unto the Licensee, for the use and enjoyment of the Licensee and its employees, servants, agents, licensees, contractors, subcontractors and invitees, the full, free and uninterrupted right, licence, liberty, privilege, easement and permission at all times and from time to time, to:

- (a) perform the Licensee's Works upon and within the Common Property, from time to time, as and when necessary, prudent or desirable, in the Licensee's sole discretion, acting reasonably;
- (b) carry out reviews, investigations, inspections, surveys and examinations of the Common Property and the buildings and services thereon and the management, operation and state of repair thereof as may be required in connection with carrying out any of the work contemplated herein or as the Licensee may deem necessary or desirable in its sole discretion for any other purpose (including, without limitation, to investigate the condition and state of maintenance and repair of the Common Property or any portion thereof, to assess the impact of construction design on building operation, to consider warranty issues, to compare actual building conditions to statements in depreciation reports or for any other purpose);
- (c) enter upon, go across, pass over, repass over and remain upon, within and along the Common Property, with or without vehicles, equipment, machinery, materials and supplies, as may be reasonably required for the purposes of carrying out any of the work contemplated herein;
- (d) carry out such work and make such alterations or modifications to the Common Property as the Licensee acting reasonably, determines to be necessary or desirable in connection with any of the work contemplated herein;
- (e) temporarily place, keep and store equipment, machinery, materials, supplies and other items within exterior portions of the Common Property as may be reasonably required in connection with carrying out any of the work contemplated herein;
- (f) park vehicles upon any visitor parking stalls located on the Common Property as may be reasonably required in connection with carrying out any of the work contemplated herein; and
- (g) do all things necessary or incidental to the undertakings of the Licensee in connection with the above,

all without any further approval of or compensation to the Strata Corporation, to have and to hold as licences until the expiry of the Term, subject to the provisos, terms and conditions herein contained.

### **ARTICLE 3 COVENANTS AND AGREEMENTS**

#### **3.1 Strata Corporation's Covenants**

- (a) At all times during the Term, the Strata Corporation will not, and will not permit any Resident to:
  - (i) do any act or thing which interferes with, hinders or prevents the Licensee from carrying out the Licensee's Works, or such other work as the Licensee deems necessary as permitted hereunder, or otherwise exercising its rights hereunder; or
  - (ii) alter, modify, remove, replace, damage, tamper with, tarnish, vandalize or deface the Licensee's Works.

#### **3.2 Noise and Temporary Disruptions**

The Strata Corporation acknowledges and agrees that from time to time the Licensee's Works, when carried out, as contemplated herein may involve ongoing noise, dirt, dust, vibrations and activities normally associated with inspection, maintenance and repair work and may cause temporary inconvenience to the use and enjoyment of the Common Property by the Strata Corporation and the Residents. The Strata Corporation acknowledges and agrees that the work carried out from time to time by or on behalf of the Licensee upon and within the Common Property and such other work as may be carried out by the Licensee pursuant to this Agreement, may result in or require (as determined by the Licensee, acting reasonably) temporary interruptions to the supply of any utilities or other services to the Common Property. The Licensee will make reasonable efforts to minimize such inconveniences and the frequency and duration of such interruptions to the extent reasonably possible, and will give reasonable prior notice to the Strata Corporation of any such interruptions.

#### **3.3 Access**

The Strata Corporation will, from time to time upon request by the Licensee and at the Strata Corporation's sole cost and expense, provide the Licensee with means of access to any doors, gates, locks or other security or access control devices as the Licensee deems necessary or desirable in order to enable the Licensee to gain access to and egress from the Common Property in connection with the exercise of the Licensee's rights and licences hereunder and, without limiting the foregoing, the Strata Corporation will provide any keys, fobs, pass cards, security codes and other means of access which are required for access to the Common Property for the purposes contemplated herein. Furthermore, the Strata Corporation will use reasonable efforts to provide access to the Licensee to any Common Property which may only be accessible through Residents' strata lots, as deemed necessary or desirable by the Licensee in connection with the exercise of the Licensee's rights and licences hereunder, including, without limitation, requiring Residents to grant access to the Licensee to any such Common Property.

#### **3.4 No Obligation of Licensee**

For greater certainty, and notwithstanding anything contained herein, this Agreement is entered into for the purposes of granting the Licensee the right to carry out the Licensee's Works in accordance with the terms herein but does not obligate or require the Licensee to perform any of the Licensee's Works or any other work whatsoever.

### **3.5 Consideration**

The parties acknowledge and agree that the sum of \$10.00 now paid by the Licensee to the Strata Corporation will be the only payment required to be paid to the Strata Corporation for the licences and rights granted herein, and that no further payment to the Strata Corporation is required.

## **ARTICLE 4 NOTICES**

### **4.1 Method and Address**

Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given:

- (a) if intended for the Strata Corporation, if personally delivered, delivered by courier or mailed to the Strata Corporation's then-current address for notices as disclosed in the then-most recent "Form X – Strata Corporation Mailing Address" filed in the Land Title Office; and
- (b) if intended for the Licensee, if delivered by courier or mailed by prepaid registered post addressed to the Licensee as follows:

1201 - 838 West Hastings Street  
Vancouver, B.C. V6C 0A6

or to such address as any party may specify in writing and will be deemed to have been received, if delivered then on the date of delivery, and if mailed as aforesaid then on the fifth business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if actually delivered.

### **4.2 Reference to Agreement**

Any notice given pursuant hereto will make specific reference to this Agreement.

### **4.3 Change of Address**

The parties may change the address to which notice should be delivered from time to time by notice given in accordance herewith.

## **ARTICLE 5 MISCELLANEOUS**

### **5.1 Right to Use the Lands**

Nothing herein will prevent the Strata Corporation from using the Common Property in a manner which does not interfere with the exercise by the Licensee of its rights hereunder.

### **5.2 Assignment**

- (a) The Licensee may assign this Agreement to any related or unrelated person, company or other entity without the consent of the Strata Corporation. Upon the Licensee delivering notice to the Strata Corporation of the assignment of this Agreement to such an assignee, together with an assumption agreement signed by such assignee under which

such assignee assumes the Licensee's obligations hereunder, the Licensee will automatically be released from all of its covenants, obligations and liabilities hereunder.

- (b) The Strata Corporation will not assign this Agreement without the prior written consent of the Licensee.

### **5.3 Time of Essence**

Time is of the essence in the performance of each obligation under this Agreement.

### **5.4 Further Assurances**

Each party will execute and deliver such further agreements and other documents and do such further acts and things as the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

### **5.5 Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.

*[Remainder of this page intentionally left blank. Signature page follows.]*

**5.6 Electronic Delivery**

Delivery of an executed copy of this Agreement by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Agreement by such party.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day first above written.

**THE OWNERS, STRATA PLAN EPS7718**

by its authorized signatory:

By: \_\_\_\_\_  
Colin Bosa, appointed representative of  
the sole member of the Strata Corporation

**BLUESKY PROPERTIES (UD LANDS) INC.**

By: \_\_\_\_\_  
Authorized Signatory



**EXHIBIT "W"**

**FINAL DEFINITIONS AND EXHIBITS**

[See Attached]

## FINAL DEFINITIONS AND EXHIBITS

### Definitions:

In this Disclosure Statement:

“**Access Easement/No Build Covenant**” has the meaning set out in Section 4.3(b)(xliv); *[as indicated in the Final Amendment to the Disclosure Statement (the “Final Amendment”)]*

“**Act**” or “**Strata Property Act**” or “**BC Strata Legislation**” means the *Strata Property Act*, S.B.C. 1998, Chapter 43, as amended and Regulations thereto; *[as indicated in the initial Disclosure Statement]*

“**Activated Load Sharing Group**” has the meaning set out in Section 3.8(c); *[as indicated in the Sixth Amendment to the Disclosure Statement (the “Sixth Amendment”)]*

“**Actual Area**” has the meaning set out in Section 7.2.2(c); *[as indicated in the initial Disclosure Statement]*

“**Additional Mortgage**” has been intentionally deleted; *[as indicated in the Final Amendment]*

“**Additional Parking/Storage for Development #2 (on Lot A)**” has the meaning set out in Section 7.4(i); *[as indicated in the Final Amendment]*

“**Adjustment Factor**” has the meaning set out in Section 7.2.2(c); *[as indicated in the initial Disclosure Statement]*

“**Amended Deposit Protection Contract**” has the meaning set out in Section 7.1; *[as indicated in the Third Amendment to the Disclosure Statement (the “Third Amendment”)]*;

“**Amenity Facility**” has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Sixth Amendment]*;

“**Approving Officer**” means the approving officer under the *Land Title Act* for the City; *[as indicated in the initial Disclosure Statement]*

“**Assignment Fee**” has the meaning set out in Section 7.2.3(3); *[as indicated in the Final Amendment]*;

“**Auto Courtyard**” means the exterior grounds and above ground parking area located primarily in the common property of the South Tower and partly in the common property of the Development; *[as indicated in the Sixth Amendment]*

“**Auto Courtyard and Commercial Plaza Easement**” means the easement agreement entered into by the Nominee of each of Lot A and B and to thereafter be binding upon the successors in title thereto, a filed copy of which easement agreement is attached hereto as “**Exhibit AA**”; *[as indicated in the Final Amendment]*

“**Aviva**” has the meaning set out in Section 4.3(a)(xiv); *[as indicated in the Fourth Amendment to the Disclosure Statement (the “Fourth Amendment”)]*

“**Aviva Mortgage**” has the meaning set out in Section 4.3(a)(xiv); *[as indicated in the Fourth Amendment]*

“**BC Hydro**” has the meaning set out in Section 4.3(b)(xl); *[as indicated in the Sixth Amendment]*

“**Beneficial Owner**” means, BlueSky Properties (UD North) Inc., as beneficial owner of the Lands; *[as indicated in the initial Disclosure Statement]*

“**Bicycle/Storage Lockers**” has the meaning set out in Section 3.9(b); *[as indicated in the Sixth Amendment]*

“**BosaVolt Charging Station or BCVS**” has been intentionally deleted; *[as indicated in the Sixth Amendment]*

“**Budget**” means the estimated operating budgets prepared by the Developer for North Tower and attached hereto as **Exhibit “E”**; *[as indicated in the initial Disclosure Statement]*

“**Bylaws**” means the bylaws as described in Section 3.6; *[as indicated in the initial Disclosure Statement]*

“**CA7121393 SRW Area**” has the meaning set out in 4.3(a)(vi); *[as indicated in the Fourth Amendment]*

“**CA7121397 SRW Area**” has the meaning set out in 4.3(a)(viii); *[as indicated in the Fourth Amendment]*

“**CA7121401 SRW Area**” has the meaning set out in 4.3(a)(x); *[as indicated in the Fourth Amendment]*

**“CA7121405 SRW Area”** has the meaning set out in 4.3(a)(xii); *[as indicated in the Fourth Amendment]*

**“CA7121393 Works”** has the meaning set out in 4.3(a)(vi); *[as indicated in the Fourth Amendment]*

**“CA7121397 Works”** has the meaning set out in 4.3(a)(viii); *[as indicated in the Fourth Amendment]*

**“CA7121401 Works”** has the meaning set out in 4.3(a)(x); *[as indicated in the Fourth Amendment]*

**“CA7121405 Works”** has the meaning set out in 4.3(a)(xii); *[as indicated in the Fourth Amendment]*

**“CA7580826 Works”** has the meaning set out in 4.3(a)(xxii); *[as indicated in the Fourth Amendment]*

**“Car Share Operator”** has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Sixth Amendment]*

**“Carshare Amenity”** has been intentionally deleted; *[as indicated in the Sixth Amendment]*

**“Carshare Stall”** has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Final Amendment];*

**“Carshare Stall(s)”** has been intentionally deleted; *[as indicated in the Sixth Amendment]*

**“Carsharing Program”** has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Final Amendment]*

**“City”** means the City of Surrey; *[as indicated in the initial Disclosure Statement]*

**“City Lane”** means the lands legally described as Parcel Identifier: 029-182-107, That Part of Section 22 Block 5 North Range 2 West New Westminster District Plan BCP52120; *[as indicated in the initial Disclosure Statement]*

**“City Lane Purchase Agreement”** means the purchase and sale agreement dated for reference September 11, 2018 between the City, as vendor, and the Developer and an associated company, as purchaser, with respect to the City Lane; *[as indicated in the initial Disclosure Statement]*

**“Climate Controlled Storage and Parcel Delivery System”** means a delivery management facility providing for temperature-controlled storage of groceries and the secure delivery and retrieval of packages *[as indicated in the initial Disclosure Statement]*, also referred to herein as the “Automated Parcel Lockers”; *[as indicated in the Sixth Amendment]*

**“Commercial Air Space Parcel”** means the air space parcel containing the Commercial Component, to be created upon registration of the Lot B Air Space Subdivision Plan in the Land Title Office, including all rights, benefits, encumbrances and burdens that run with or are appurtenant thereto, including those created in conjunction with the Lot B Air Space Subdivision Approval; *[as indicated in the Final Amendment]*

**“Commercial Component”** means approximately 2,400 square feet of ground floor commercial/retail premises, together with common property, for potential retail, commercial and/or office use, which has been constructed concurrently with South Tower on Lot B, and contained within the Commercial Air Space Parcel; *[as indicated in the Final Amendment]*

**“Common Facilities”** has the meaning set out in Section 3.4; *[as indicated in the Sixth Amendment]*

**“Common Property”** has the meaning set out in Section 3.4; *[as indicated in the initial Disclosure Statement]*

**“Common Property Licence Agreement”** has the meaning set out in Section 1.6(k); *[as indicated in the Sixth Amendment]*

**“Compatible Electric Automotive Vehicle or CEAV”** has been intentionally deleted; *[as indicated in the Sixth Amendment]*

**“Completion Date”** has the meaning set out in Section 7.2.2(a); *[as indicated in the Final Amendment]*

**“Completion Notice”** has the meaning set out in Section 7.2.2(a); *[as indicated in the initial Disclosure Statement]*

**“Concierge Services”** has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Final Amendment]*

**“Construction Financing”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Construction Mortgage”** has the meaning set out Section 6.2; *[as indicated in the Fourth Amendment]*

**“Construction Mortgagee”** has the meaning set out in Section 6.2; *[as indicated in the Fourth Amendment]*

**“Co-operative Carsharing Agreement”** has the meaning set out in Section 7.4(j); *[as indicated in the Sixth Amendment]*

**“CSAIR”** has the meaning set out in Section 7.2.3(3); *[as indicated in the Final Amendment]*

**“CSAIR Fees”** has the meaning set out in Section 7.2.3(3); *[as indicated in the Final Amendment]*

**“Deposit Protection Contract”** has the meaning set out in Section 7.1; *[as indicated in the Third Amendment]*

**“DES Agreement”** has the meaning set out in Section 4.3(b)(xxxvi); *[as indicated in the Sixth Amendment]*

**“Detention System”** has the meaning set out in Section 4.3(a)(xvi); *[as indicated in the Fourth Amendment]*

**“Developer”** means, collectively, the Nominee and the Beneficial Owner; *[as indicated in the initial Disclosure Statement]*

**“Developer Entity”** means any entity related to, or affiliated with, the Developer; *[as indicated in the Final Amendment]*

**“Developer’s Storage Room”** has been intentionally deleted; *[as indicated in the Final Amendment]*

**“Developer’s PM Payment Obligation”** has the meaning set out in Section 1.6(h); *[as indicated in the Fifth Amendment to the Disclosure Statement (the “Fifth Amendment”)]*

**“Development”** or **“North Tower”** means the 28-storey residential concrete high-rise building with ground floor townhouses containing 322 residential strata lots, and common property, which is the subject matter of this Disclosure Statement; *[as indicated in the initial Disclosure Statement]*

**“Development #1”** means the initial component of the Project consisting of the North Tower and the North Tower Amenity Space to be constructed on Lot A, as further described in Section 2.1.1; *[as indicated in the initial Disclosure Statement]*

**“Development #2”** means the second and final component of the Project consisting of the South Tower, the South Tower Amenity Space and the Commercial Component which has been constructed on Lot B, and then subdivided by way of the Lot B Air Space Subdivision Plan; *[as indicated in the Final Amendment]*

**“Development Accessible Stalls”** has the meaning set out in Section 3.7(a); *[as indicated in the Sixth Amendment]*

**“Development Parking Stalls”** has the meaning set out in Section 3.7(a); *[as indicated in the Sixth Amendment]*

**“Development Resident Stalls”** has the meaning set out in Section 3.7(a); *[as indicated in the Sixth Amendment]*

**“Development Visitor Stalls”** has the meaning set out in Section 3.7(a); *[as indicated in the Sixth Amendment]*

**“Development Bicycle/Storage Lockers”** has the meaning set out in Section 3.9(a); *[as indicated in the Sixth Amendment]*;

**“Development Permit”** means Development Permit Number No. 7918-0058-00 as authorized by the City; *[as indicated in the initial Disclosure Statement]*

**“District Energy System”** has the meaning set out in Section 3.14; *[as indicated in the initial Disclosure Statement]*

**“Easement Master Parking/Storage Agreement”** has been intentionally deleted; *[as indicated in the Final Amendment]*

**“Eligible Purchaser”** has the meaning set out in Section 7.2.5; *[as indicated in the Fifth Amendment]*

**“Eligible Strata Lots”** has the meaning set out in Section 1.6(h); *[as indicated in the Fifth Amendment]*

**“Eligible Strata Lot”** has the meaning set out in Section 1.6(h); *[as indicated in the Fifth Amendment]*

**“Estimated Construction Completion Date”** has the meaning set out in Section 7.2.2(a); *[as indicated in the initial Disclosure Statement]*

**“EV Charger”** has the meaning set out in Section 3.8(a); *[as indicated in the Sixth Amendment]*

**“EV Electricity Costs”** has the meaning set out in Section 3.8(j); *[as indicated in the Sixth Amendment]*

**“EV Infrastructure”** has the meaning set out in Section 3.8(a); *[as indicated in the Sixth Amendment]*

**“EV Network Agreement”** has the meaning set out in Section 3.8(f); *[as indicated in the Final Amendment]*

**“EV Network Fees”** has the meaning set out in Section 3.8(g); *[as indicated in the Sixth Amendment]*

**“EV Network Operator”** has the meaning set out in Section 3.8(f); *[as indicated in the Final Amendment]*

**“EV Network Services”** has the meaning set out in Section 3.8(f); *[as indicated in the Sixth Amendment]*

**“EV User”** has the meaning set out in Section 3.8(i); *[as indicated in the Sixth Amendment]*

**“EV User Fees”** has the meaning set out in Section 3.8(h); *[as indicated in the Sixth Amendment]*

**“EV Receptacle”** has the meaning set out in Section 3.8(a); *[as indicated in the Sixth Amendment]*

**“EV Receptacle Fees”** has the meaning set out in Section 3.8(a); *[as indicated in the Sixth Amendment]*

**“EV Stalls”** has the meaning set out in Section 3.8(a); *[as indicated in the Sixth Amendment]*

**“EV Visitor Stalls”** has the meaning set out in Section 3.8(a); *[as indicated in the Sixth Amendment]*

**“Exclusive Use Amenity Furnishings”** has the meaning set out in Section 3.4; *[as indicated in the Sixth Amendment]*

**“Exclusive Use Amenity Room”** has the meaning set out in Section 2.1.2(d)(i); *[as indicated in the Sixth Amendment]*

**“Expected Area”** has the meaning set out in Section 7.2.2(c); *[as indicated in the initial Disclosure Statement]*

**“First Mortgage”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“First HSBC Mortgage”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Green Lane”** has the meaning set out in Section 4.3(a)(xx); *[as indicated in the Fourth Amendment]*

**“Heat Pump Unit”** has the meaning set out in Section 3.14; *[as indicated in the Sixth Amendment]*

**“HSBC”** has the meaning set out in Section 4.3(b)(ii); *[as indicated in the initial Disclosure Statement]*

**“HSBC Mortgage”** has the meaning set out in Section 4.3(b)(xxiii); *[as indicated in the Fifth Amendment]*

**“Increased Aggregate Coverage Limit”** has the meaning set out in Section 7.1; *[as indicated in the Third Amendment]*

**“Lands”** has the meaning set out to in in Section 4.1; *[as indicated in the Fourth Amendment]*

**“Land Title Office”** means the New Westminster Land Title Office; *[as indicated in the initial Disclosure Statement]*

**“Lease Back Program”** has been intentionally deleted; *[as indicated in the Sixth Amendment]*

**“Load Sharing Group”** has the meaning set out in Section 3.8(b); *[as indicated in the Sixth Amendment]*

**“Lot 29”, “Lot 30”, “Lot 44”, “Lot 45”, “Lot 46” and “Lot 47”** each have the meaning set out in Section 4.1; *[as indicated in the initial Disclosure Statement]*

**“Lot 29 SRW Area”** has the meaning set out in Section 4.3(b)(x.l); *[as indicated in the First Amendment to the Disclosure Statement (the “First Amendment”)]*

**“Lot 29 Works”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Lot 30 SRW Area”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Lot 30 Works”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Lot 44 SRW Area”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Lot 44 Works”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Lot 45 SRW Area”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Lot 45 Works”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Lot 46 SRW Area”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Lot 46 Works”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Lot 47 SRW Area”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Lot 47 Works”** has been intentionally deleted; *[as indicated in the Fourth Amendment]*

**“Lots 95 and 96”** each have the meaning set out in Section 4.3(b)(xxx); *[as indicated in the Fifth Amendment]*

**“Lot 188”** has the meaning set out in Section 4.3(a)(xxix); *[as indicated in the Fourth Amendment]*

**“Lot 188 Lessor”** has the meaning set out in Section 4.3(a)(xxx); *[as indicated in the Fourth Amendment]*

**“Lot A”** means the lands which are labeled as “Lot A” on the Subdivision Plan and whereupon Development #1 is to be constructed, to be created upon registration of the Subdivision Plan in the Land Title Office for the subdivision of the Lands into Lot A and Lot B, including all rights, benefits, encumbrances and burdens that run with or are appurtenant thereto, including those created in conjunction with the Subdivision Approval. As of the date of filing the Subdivision Plan, title to Lot A has been issued by the Land Title Office and is more particularly described in Section 4.1; *[as indicated in the initial Disclosure Statement]*

**“Lot A Access Ramp”** has the meaning set out in Section 3.7(g); *[as indicated in the Sixth Amendment]*

**“Lot A Security Gate”** has the meaning set out in Section 3.7(g); *[as indicated in the Sixth Amendment]*

**“Lot A Users”** has the meaning set out in Section 4.3(a)(i); *[as indicated in the Fourth Amendment]*

**“Lot B”** means the lands which are labeled as “Lot B” on the Subdivision Plan and whereupon Development #2 has been constructed, created upon registration of the Subdivision Plan in the Land Title Office for the subdivision of the Lands into Lot A and Lot B, including all rights, benefits, encumbrances and burdens that run with or are appurtenant thereto, including those created in conjunction with the Subdivision Approval. As of the date of filing the Subdivision Plan, title to Lot B has been issued by the Land Title Office and is more particularly described in Section 4.1; *[as indicated in the Final Amendment]*

**“Lot B Access Ramp”** has the meaning set out in Section 3.7(g); *[as indicated in the Sixth Amendment]*

**“Lot B Air Space Subdivision Approval”** means the approval of the Lot B Air Space Subdivision Plan by the Approving Officer; *[as indicated in the initial Disclosure Statement]*

**“Lot B Air Space Subdivision Plan”** means the air space subdivision plan pursuant to which Lot B will be further subdivided to create the Commercial Air Space Parcel and the South Tower Remainder Lands; *[as indicated in the Final Amendment]*

**“Lot B Bicycle/Storage Lockers”** has the meaning set out in Section 3.9(b); *[as indicated in the Final Amendment]*

**“Lot B Parking Facility”** has the meaning set out in Section 1.6(d); *[as indicated in the Final Amendment]*

**“Lot B Parking Stalls”** has the meaning set out in Section 3.7(b); *[as indicated in the initial Disclosure Statement]*

**“Lot B Security Gate”** has the meaning set out in Section 3.7(g); *[as indicated in the Sixth Amendment]*

**“Lot B Users”** has the meaning set out in Section 4.3(a)(xxiv); *[as indicated in the Fourth Amendment]*

**"Master Parking/Storage Agreement"** has the meaning set out in Section 3.7(f)(i) and is attached hereto as **Exhibit "H"**; *[as indicated in the Final Amendment]*

**"Modo"** has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Final Amendment]*

**"Neighbouring Developer"** has the meaning set out in Section 7.1; *[as indicated in the Third Amendment]*

**"Nominee"** means BlueSky Properties (UD Lands) Inc.; *[as indicated in the initial Disclosure Statement]*

**"North Tower"** or the **"Development"** means the 28-storey residential concrete high-rise building with ground floor townhouses containing 322 residential strata lots and common property, which is the subject matter of this Disclosure Statement; *[as indicated in the initial Disclosure Statement]*

**"North Tower Amenity Space"** means the amenity area including a children's play area and a detention pond / water feature forming part of Development #1, constructed concurrently with the North Tower and available to residents of the North Tower and the South Tower, pursuant to the Reciprocal Amenity Use and Cost Sharing Agreement, between the owner of Lot A and the owner of Lot B, and for further clarity will not be available for use by owners/occupants of the Commercial Component; *[as indicated in the Final Amendment]*

**"North Tower Bike Pavilion/Automated Parcel Lockers/Concierge and Security Desk Easement"** means the easement agreement entered into by the Nominee of each of Lot A and the South Tower Remainder Lands, and to thereafter be binding upon the successors in title thereto, a filed copy of which easement agreement is attached hereto as **"Exhibit CC"**; *[as indicated in the Final Amendment]*

**"North Tower Bike Pavilion"** has the meaning set out in Section 2.1.2(d)(i); *[as indicated in the Final Amendment]*

**"North Tower Visitor/Short-Term Loading Stall"** has the meaning set out in section 3.7(e)(i); *[as indicated in the Final Amendment]*

**"Original Commitment Letters"** has the meaning set out Section 7.1; *[as indicated in the Third Amendment]*

**"Outside Date"** has the meaning set out in Section 7.2.2; *[as indicated in the initial Disclosure Statement]*

**"Parcel Lockers Contract"** has the meaning set out in Section 2.1.2(i); *[as indicated in the Final Amendment]*

**"Parking Access Easement"** has been intentionally deleted; *[as indicated in the Sixth Amendment]*

**"Parking Access Easement over Lot A"** means the easement agreement to be entered into by the Nominee of each of Lot A and Lot B (except the Commercial Component), and to thereafter be binding upon the successors in title thereto, whereby access to a driveway, vehicular ramp and related improvements on a portion of Lot A is granted to the owners of the residential strata lots in the South Tower (but for greater certainty excluding the owners of the Commercial Component) for the purposes of providing vehicular access to and egress from the underground parking facility in Development #2, and which easement agreement will be on substantively the same terms as the Parking Access Easement over Lot B; *[as indicated in the Sixth Amendment]*

**"Parking Access Easement over Lot B"** means the easement agreement entered into by the Nominee of each of Lot A and Lot B, and to thereafter be binding upon the successors in title thereto, whereby access to a driveway, vehicular ramp and related improvements on a portion of Lot B is granted to the owners of the residential strata lots in the North Tower for the purposes of providing vehicular access to and egress from the underground parking facility in the Development, a registered copy of which easement agreement is attached hereto as **Exhibit "S"**; *[as indicated in the Sixth Amendment]*

**"Parking Facility"** has the meaning set out in Section 3.7(a); *[as indicated in the Sixth Amendment]*

**"Parking Lease Encumbrance"** has the meaning set out in Section 3.7(f)(i); *[as indicated in the Sixth Amendment]*

**"Parking Stalls Easement"** has been intentionally deleted; *[as indicated in the Sixth Amendment]*

**"Parking Stalls/Storage Lockers Easement over Lot A"** means the easement agreement to be entered into by the registered owner of each of Lot A and Lot B (but excluding the Commercial Component), and to thereafter be binding upon the successors in title thereto, whereby the owner of Lot B is granted the benefit of an easement over a portion of the Parking Facility to be constructed on Lot A in order to access the Additional Parking/Storage for Development #2 (on Lot A), for purposes as described therein, for the benefit of the Project, a draft copy of which easement agreement is attached hereto as **Exhibit "R"**; *[as indicated in the Sixth Amendment]*

**"Parking Stalls/Storage Lockers Easement over Lot B"** means the easement agreement to be entered into by the registered owner of each of Lot A and Lot B (but excluding the Commercial Component), and to thereafter be binding upon the successors in title

thereto, whereby the owner of Lot A is granted the benefit of an easement over a portion of the Lot B Parking Facility to be constructed on Lot B in order to access the Lot B Parking Stalls and Lot B Storage Lockers, for purposes as described therein, for the benefit of the Project, and which easement agreement will be on substantively the same terms as the Parking Stalls/Storage Lockers Easement over Lot A; *[as indicated in the Sixth Amendment]*

“**Parking/Storage Easement Areas on Lot B**” has been intentionally deleted; *[as indicated in the Final Amendment]*

“**Permitted User**” has the meaning set out in Section 7.4(j); *[as indicated in the Sixth Amendment]*

“**Prescribed Information and Records**” has the meaning set out in Section 7.2.3(2); *[as indicated in the Second Amendment to Disclosure Statement (the “Second Amendment”)]*

“**Principal**” has the meaning set out in Section 7.1; *[as indicated in the Third Amendment]*

“**Principal Holder**” has the meaning set out in Section 1.8; *[as indicated in the initial Disclosure Statement]*

“**Policy Statement 1**” has the meaning set out in Section 5.1; *[as indicated in the Fourth Amendment]*

“**Project**” means, collectively, Development #1 and Development #2, as further described in Section 2.1.1(a); *[as indicated in the initial Disclosure Statement]*

“**Project Concierge/Security Services**” means the shared Concierge Services for the Development and Development #2, and Security Services for the Project, the central operations for which will be located in the lobby of the South Tower Amenity Space, as described in Section 2.1(d)(ii); *[as indicated in the Final Amendment]*

“**Project Manager**” has the meaning set out in Section 1.6(b); *[as indicated in the initial Disclosure Statement]*

“**Program Management Agreement**” has the meaning set out in Section 7.2.5; *[as indicated in the Fifth Amendment]*

“**Program PM**” has the meaning set out in Section 1.6(h); *[as indicated in the Fifth Amendment]*

“**Public Art Feature**” has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Final Amendment]*

“**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act* S.B.C. 2004, Chapter 41; *[as indicated in the initial Disclosure Statement]*

“**REDMA Regulation**” has the meaning set out in Section 7.2.3(1)(a); *[as indicated in the Second Amendment]*

“**Reciprocal Amenity Use and Cost Sharing Agreement**” means the agreement entered into by the Nominee of each of Lot A and Lot B (but excluding the Commercial Component), and binding upon the successors in title thereto, whereby access to the North Tower Amenity Space is granted by the owners of the residential strata lots within the North Tower to the owners of the residential strata lots within the South Tower, and whereby access to the South Tower Amenity Space is granted by the owners of the residential strata lots within the South Tower to the owners of the residential strata lots within the North Tower, and cost sharing obligations with respect to repair, replacement, maintenance, operation and management of the North Tower Amenity Space, the South Tower Amenity Space, and the facilities and equipment therein, are allocated between the owners of residential strata lots within the North Tower and the South Tower, together with such other easements, covenants and equitable charges as may be necessary or desirable in respect of the North Tower Amenity Space and the South Tower Amenity Space, the registered copy of which is attached hereto as **Exhibit “Q”**; *[as indicated in the initial Disclosure Statement]*

“**Reciprocal Project Facilities Use and Cost Sharing Agreements**” has the meaning set out in section 2.1.2(g); *[as indicated in the Final Amendment]*

“**Reciprocal Shared Residential Amenity/Facilities Use and Cost Sharing Agreements**” has the meaning set out in section 2.1.2(g); *[as indicated in the Final Amendment]*

“**Reciprocal Shoring and Crane Swing Easement**” has the meaning set out in section 4.3(a)(v); *[as indicated in the Fourth Amendment]*

“**Regulation**” means the Strata Property Regulation, B.C. Reg. 158/2015, as amended; *[as indicated in the initial Disclosure Statement]*

“**Related Developer(s)**” means one or more companies affiliated with the Developer; *[as indicated in the Sixth Amendment]*



**"Released Parties"** has the meaning set out in Section 7.2.3(4); *[as indicated in the Fourth Amendment]*

**"Resident EV Stalls"** has the meaning set out in Section 3.8(a); *[as indicated in the Sixth Amendment]*

**"Resident Stalls"** has the meaning set out in Section 3.7(b); *[as indicated in the Sixth Amendment]*

**"Roughed-In Only Stalls"** has the meaning set out in Section 3.8(b); *[as indicated in the Sixth Amendment]*

**"RRPM Program"** has the meaning set out in Section 1.6(h); *[as indicated in the Fifth Amendment]*

**"RRPM Addendum"** has the meaning set out in Section 7.2.5; *[as indicated in the Fifth Amendment]*

**"SCDC"** has been intentionally deleted; *[as indicated in the Third Amendment]*

**"SCDC Mortgage"** has been intentionally deleted; *[as indicated in the Third Amendment]*

**"Second HSBC Mortgage"** has been intentionally deleted; *[as indicated in the Third Amendment]*

**"Second Supplemental Commitment Letter"** has the meaning set out in Section 7.1; *[as indicated by the Third Amendment]*

**"Section 218 Statutory Right of Way"** means a covenant entered into by the Developer pursuant to section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended; *[as indicated in the initial Disclosure Statement]*

**"Section 219 Covenant"** means a covenant entered into by the Developer pursuant to section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended; *[as indicated in the initial Disclosure Statement]*

**"Service Facilities"** has the meaning set out in Section 2.1.2(j); *[as indicated in the Sixth Amendment]*

**"Secured Bike Stalls"** has the meaning set out in Section 3.9(d); *[as indicated in the Final Amendment]*

**"Security Services"** has the meaning set out in Section 2.1.2(d)(ii); *[as indicated in the Final Amendment]*

**"Shared Amenity Furnishings"** has the meaning set out in Section 3.4; *[as indicated in the Sixth Amendment]*

**"Shared Large Vehicle Loading Stall"** has the meaning set out in Section 3.7(e)(iv); *[as indicated in the Final Amendment]*

**"Shared Parking Facility Areas"** has the meaning set out in Section 2.1.2(g); *[as indicated in the Final Amendment]*

**"Shared Parking Facility Areas on Lot A"** has the meaning set out in Section 3.7(g); *[as indicated in the Sixth Amendment]*

**"Shared Parking Facility Areas on Lot B"** has the meaning set out in Section 3.7(g); *[as indicated in the Sixth Amendment]*

**"Shared Parking Facility Easements"** has the meaning set out in Section 2.1.2(g); *[as indicated in the Final Amendment]*

**"Shared Project Expenses"** has the meaning set out in Section 2.1.2(g); *[as indicated in the Sixth Amendment]*

**"Shared Project Facilities"** has the meaning set out in Section 2.1.2(e)(ii); *[as indicated in the Sixth Amendment]*

**"Shared Residential Amenities/Facilities"** has the meaning set out in Section 2.1.2(g)(i); *[as indicated in the Sixth Amendment]*

**"Shared Residential Expenses"** has the meaning set out in Section 2.1.2(g); *[as indicated in the Sixth Amendment]*

**"Shared Bike Storage Easement"** has been intentionally deleted; *[as indicated in the Final Amendment]*

**"Shared Vehicle"** has the meaning set out in Section 2.1.2(d); *[as indicated in the Final Amendment]*

**"Shared Visitor Accessible Stall"** has the meaning set out in Section 3.7(e)(ii); *[as indicated in the Final Amendment]*

**"Shared Visitor/Short Term Loading Stalls"** has the meaning set out in Section 3.7(e)(iii); *[as indicated in the Final Amendment]*

**"Shared Visitor Stall"** has the meaning set out in Section 3.7(e)(v); *[as indicated in the Sixth Amendment]*

**"Small Car Stalls"** has the meaning set out in Section 3.7(a); *[as indicated in the Sixth Amendment]*

**"South Tower"** means the 37-storey concrete high-rise building with ground floor townhouses containing approximately 431 residential strata lots and common property; *[as indicated in the Final Amendment]*

**"South Tower Amenity Space"** means the amenities and facilities including, without limitation, the amenities and facilities more particularly described in Section 2.1.2(d)(ii), all forming part of Development #2 and available to residents of the North Tower and the South Tower, pursuant to the Reciprocal Amenity Use and Cost Sharing Agreement, between the owner of Lot A and the owner of Lot B, and for further clarity will not be available for use by owners/occupants of the Commercial Component; *[as indicated in the Sixth Amendment]*

**"South Tower Bike Pavilion"** has the meaning set out in Section 2.1.2(d); *[as indicated in the Sixth Amendment]*

**"South Tower Master Parking/Storage Agreement"** has the meaning set out in Section 3.7(f)(ii); *[as indicated in the Final Amendment]*

**"South Tower Remainder Lands"** means the parcel of land containing South Tower, to be created upon registration of the Lot B Air Space Subdivision Plan in the Land Title Office, including all rights, benefits, encumbrances and burdens that run with or are appurtenant thereto, including those created in conjunction with the Lot B Air Space Subdivision Approval; *[as indicated in the initial Disclosure Statement]*

**"South Tower Strata Corporation"** means the strata corporation formed upon the filing in the Land Title Office of the strata plan for the subdivision of the South Tower Remainder Lands into approximately 431 strata lots; *[as indicated in the Final Amendment]*

**"Standard Bylaws"** means the "Standard Bylaws" pursuant to the *Strata Property Act*; *[as indicated in the initial Disclosure Statement]*

**"Strata Corporation"** means the strata corporation in respect of the North Tower, formed upon filing in the Land Title Office of the Strata Plan for the subdivision of Lot A; *[as indicated in the initial Disclosure Statement]*

**"Strata Lots"** means the residential strata lots created upon the filing in the Land Title Office of the Strata Plan that subdivides the North Tower into 322 strata lots and common property and **"Strata Lot"** means any one of them; *[as indicated in the initial Disclosure Statement]*

**"Strata Plan"** means the final surveyed strata plan of the North Tower attached hereto as **Exhibit "C"**; *[as indicated in the initial Disclosure Statement]*

**"Subdivision Approval"** means the approval of the Subdivision Plan by the Approving Officer; *[as indicated in the initial Disclosure Statement]*

**"Subdivision Plan"** means the subdivision plan number EPP79101 prepared by Bennett Land Surveying Ltd., B.C. and Canada Land Surveyors and Engineers, pursuant to which the Lands have been subdivided to create Lot A and Lot B, a registered copy of which is attached hereto as **Exhibit "B"**; *[as indicated in the Sixth Amendment]*

**"Sustainable Drainage System"** has the meaning set out in Section 4.3(b); *[as indicated in the Fourth Amendment]*

**"Target Rent"** has the meaning set out in Section 7.2.5; *[as indicated in the Fifth Amendment]*

**"Telecommunications Equipment"** has the meaning set out in Section 3.14.1; *[as indicated in the Sixth Amendment]*

**"TELUS"** has the meaning set out in Section 4.3(b)(xli); *[as indicated in the Sixth Amendment]*

**"Tenancy Agreement"** has the meaning set out in Section 7.2.5; *[as indicated in the initial Disclosure Statement]*

**"Term"** has the meaning set out in Section 7.2.5; *[as indicated in the Fifth Amendment]*

**"UD Car Share Membership"** has the meaning set out in Section 7.4(j); *[as indicated in the Sixth Amendment]*

**"UD Parking"** means BlueSky Properties (UD Parking) Inc.; *[as indicated in the initial Disclosure Statement]*

**"UD Prepaid Membership Cap"** has the meaning set out in Section 7.4(j); *[as indicated in the Sixth Amendment]*

**"Unit Entitlement"** has the meaning set out in Section 3.1; *[as indicated in the initial Disclosure Statement]*

“Utility SRW” has the meaning set out in Section 4.3(b)(xl); [as indicated in the Sixth Amendment]

“Variance” has the meaning set out in Section 7.2.2(c); [as indicated in the initial Disclosure Statement]

“Vendor’s Rental Revenue Contribution” has the meaning set out in Section 7.2.5; [as indicated in the Fifth Amendment]

“Visitor Accessible Stall” has been intentionally deleted; [as indicated in the Seventh Amendment]

“Visitor EV Charger” has the meaning set out in Section 3.8(e); and [as indicated in the Final Amendment]

“Visitor EV Users” has the meaning set out in Section 3.8(e). [as indicated in the Sixth Amendment]

#### Statutory Definitions

Words and phrases defined in the *Strata Property Act* and used in this Disclosure Statement have the meanings given in the *Strata Property Act* unless inconsistent with the subject matter or context.

#### List of Exhibits

EXHIBIT “A”	Proposed Project Concept Plan
EXHIBIT “B”	Registered Subdivision Plan
EXHIBIT “C”	Filed Strata Plan EPS7718
EXHIBIT “D”	Filed Form V – Schedule of Unit Entitlement
EXHIBIT “E”	Final Estimated Operating Budgets
EXHIBIT “F”	Final Estimated Monthly Maintenance Fees per Strata Lot
EXHIBIT “G”	Filed Form Y – Owner Developer’s Notice of Different Bylaws
EXHIBIT “H”	Final Master Parking/Storage Agreement
EXHIBIT “I”	Final Form of Partial Assignment of Master Parking/Storage Agreement
EXHIBIT “J”	<i>Intentionally Deleted</i>
EXHIBIT “K”	Handling Deposits – sections 18 and 19 of <i>Real Estate Development Marketing Act</i>
EXHIBIT “L”	Final Form of Agreement of Purchase and Sale
EXHIBIT “M”	Final Management Agreement
EXHIBIT “N”	Filed Roof Lease
EXHIBIT “O”	Copy of City of Surrey Zoning Text Applicable to the Project
EXHIBIT “P-1”	Intentionally Deleted
EXHIBIT “Q”	Registered Reciprocal Amenity Use and Cost Sharing Agreement
EXHIBIT “Q-1”	Modification of Reciprocal Amenity Use and Cost Sharing Agreement
EXHIBIT “R”	Filed Parking Stalls/Storage Lockers Easement over Lot A
EXHIBIT “R-1”	Filed Parking Stalls/Storage Lockers Easement over Lot B (except ASP 1)
EXHIBIT “S”	Registered Parking Access Easement over Lot B
EXHIBIT “S-1”	Filed Parking Access Easement over Lot A
EXHIBIT “T”	CSAIR Information Collection Guide
EXHIBIT “U”	Final Common Property Licence Agreement
EXHIBIT “V”	Concordance Table of Previous & Newly Assigned Townhouse Civic Addresses
EXHIBIT “W”	Final Definitions and Exhibits
EXHIBIT “X”	Registered Reciprocal Easement for Building Systems
EXHIBIT “Y”	Registered Access Easement/No Build Covenant over part of Lot B
EXHIBIT “Z”	Registered Easement for Parking Facility Common Wall
EXHIBIT “AA”	Filed Auto Courtyard and Commercial Plaza Easement
EXHIBIT “BB”	Filed North Tower Bike Pavilion/Automated Parcel Lockers/Concierge and Security Desk Easement
EXHIBIT “CC”	Final Party Wall Agreement
EXHIBIT “DD”	Final Co-operative Carsharing Agreement

**EXHIBIT "X"**

**REGISTERED RECIPROCAL EASEMENT FOR BUILDING SYSTEMS**

[See Attached]



Land Title Act

**Charge**

General Instrument - Part 1

NEW WESTMINSTER LAND TITLE OFFICE

JUN 30 2023 16:31:22.004

**CB728688-CB728699**

## 1. Application

Document Fees: \$938.04

**Andrea Hang, Legal Administrative Assistant, BOSA  
PROPERTIES INC.  
1201 - 838 West Hastings Street  
Vancouver BC V6C 0A6  
6042991363**

UD Lands - Reciprocal Easement and Section 219 Covenants Agreement re: Shared  
Building Systems

## 2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.01</b>  <b>Dominant Lands: PID: 030-861-926 Lot B                      Section 22 Block 5 North Range 2 West New                      Westminster District Plan EPP79101</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over                      Mortgage CA8092116 and Assignment of Rents                      CA8092117</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over                      Mortgage CA7262088 (as modified by                      CA7551585 and CA8299814 and as extended by                      CA7580816) and Assignment of Rents                      CA7262089 (as extended by CA7580817)</b>
<b>EASEMENT</b>		<b>Section 3.01</b>  <b>Dominant Lands: PID: 030-861-918 Lot A                      Section 22 Block 5 North Range 2 West New                      Westminster District Plan EPP79101</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over                      Mortgage CA8092116 and Assignment of Rents                      CA8092117</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over                      Mortgage CA7262088 (as modified by                      CA7551585 and CA8299814 and as extended by                      CA7580816) and Assignment of Rents                      CA7262089 (as extended by CA7580817)</b>
<b>COVENANT</b>		<b>Section 8.01 - Section 219 Covenant</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Covenant over Mortgage                      CA8092116 and Assignment of Rents CA8092117</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Covenant over Mortgage                      CA7262088 (as modified by CA7551585 and                      CA8299814 and as extended by CA7580816) and                      Assignment of Rents CA7262089 (as extended                      by CA7580817)</b>
<b>COVENANT</b>		<b>Section 8.02 - Section 219 Covenant</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Covenant over Mortgage                      CA8092116 and Assignment of Rents CA8092117</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Covenant over Mortgage                      CA7262088 (as modified by CA7551585 and                      CA8299814 and as extended by CA7580816) and                      Assignment of Rents CA7262089 (as extended                      by CA7580817)</b>



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4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

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5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328**

**HSBC BANK CANADA, AS TO PRIORITY**

**AVIVA INSURANCE COMPANY OF CANADA, AS TO PRIORITY**

---

6. Transferee(s)

**BLUESKY PROPERTIES (UD LANDS) INC.**

BC0914328

1201 - 838 WEST HASTINGS STREET

VANCOUVER BC V6C 0A6

AS TO THE EASEMENT IN SECTION 2.01

**BLUESKY PROPERTIES (UD LANDS) INC.**

BC0914328

1201 - 838 WEST HASTINGS STREET

VANCOUVER BC V6C 0A6

AS TO THE EASEMENT IN SECTION 3.01

**CITY OF SURREY**

13450 - 104 AVENUE

SURREY BC V3T 1V8

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7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1 100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
  
**2023-04-21**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1 100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
  
**2023-04-21**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.





Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**Shyal Prasad**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
13450 - 104th Avenue  
Surrey BC V3T 1V8

YYYY-MM-DD  
**2023-05-29**

**CITY OF SURREY**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: Jennifer Ficocelli City Clerk**

Expiry Date 31/12/2025

as to the signature of the City Clerk

\_\_\_\_\_  
**Print Name: Ron Gill, Manager, Area Planning & Development N Division**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**YUTING ZHENG**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
885 West Georgia Street,  
Vancouver BC V6C 3G1

YYYY-MM-DD  
**2023-06-27**

**HSBC BANK CANADA**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: VANESSA LEE Director Commercial Real Estate**

Commission Expires: November 30, 2025

\_\_\_\_\_  
**Print Name: GARY KATAYAMA Assistant VP Commercial Real Estate**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
  
**2023-04-20**

**AVIVA INSURANCE COMPANY OF CANADA**

By their Authorized Signatory

\_\_\_\_\_  
**RUSSELL JAMES KIRK**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
520 - 1130 West Pender Street,  
Vancouver BC V6E 4A4

\_\_\_\_\_  
**Print Name: Tom Reeves Aviva**  
**Insurance Company of Canada**

604-299-9828  
My Commission expires December 31,  
2024

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41 (4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-06-30  
16:09:51 -07:00

**TERMS OF INSTRUMENT – PART 2**

**RECIPROCAL EASEMENT AND SECTION 219 COVENANTS AGREEMENT  
RE: SHARED BUILDING SYSTEMS**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2023.

AMONG:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Lot A Owner**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Lot B Owner**”, and together with the Lot A Owner, the “**Owners**”, and each, an “**Owner**”)

AND:

**CITY OF SURREY**, 13450 - 104 Avenue, Surrey, British Columbia, V3T 1V8

(the “**City**”)

WHEREAS:

- A. The Lot A Owner is the registered owner in fee simple of the lands and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-918

Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot A**”);

- B. The Lot B Owner is the registered owner in fee simple of all and singular those certain parcels or tracts of land and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-926

Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot B**”);

- C. The Lot A Owner intends to construct the Lot A Building on Lot A, all as herein defined;

- D. The Lot B Owner intends to develop the Lot B Building on Lot B, all as herein defined;
- E. The Lot A Owner wishes to grant certain rights and easements to the Lot B Owner.
- F. The Lot B Owner wishes to grant certain rights and easements to the Lot A Owner;
- G. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple;
- H. Section 219 of the *Land Title Act* states that a covenant in favour of a municipality may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and
- I. The Lot A Owner and the Lot B Owner have agreed to register covenants pursuant to Section 219 of the *Land Title Act* in favour of the City to address certain matters contemplated in this Agreement, including to address certain spatial separation issues in the Building Code arising between the Lot A Building on Lot A and the Lot B Building on Lot B.

NOW THEREFORE in consideration of the premises and the sum of Ten (\$10.00) Dollars paid by each of the parties hereto to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and will not be denied, the parties hereto agree as follows:

#### 1.00 Interpretation

##### 1.01 Definitions

The parties agree that in this Agreement, the following terms have the meaning ascribed to them unless the context otherwise requires:

- (a) “**Agreement**” means this agreement, including its recitals and schedules, all as may be amended in writing from time to time;
- (b) “**Annual Actual Lot A Easement Areas Costs Statement**” has the meaning ascribed thereto in Section 5.03;
- (c) “**Annual Actual Lot B Easement Areas Costs Statement**” has the meaning ascribed thereto in Section 6.03;
- (d) “**Annual Estimated Lot A Easement Areas Costs Budget**” means the annual operating costs budget prepared by the Lot A Owner for the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (e) “**Annual Estimated Lot B Easement Areas Costs Budget**” means the annual operating costs budget prepared by the Lot B Owner for the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (f) “**Buildings**” means the Lot A Building and the Lot B Building;
- (g) “**Building Bylaw**” means the City of Surrey Building Bylaw No. 17850, and all amendments thereto or replacements thereof;

- (h) **“Building Code”** means the 2012 BC Building Code;
- (i) **“Code Consultant Report”** means the report dated December 6, 2018 (revised November 12, 2019, February 17, 2021 and March 16, 2022) prepared by Jensen Hughes Consulting Canada Ltd. in respect of the construction of the Buildings, and any amendment(s) to said report, accepted by the City (and includes any subsequent reports and amendments to said subsequent reports by Jensen Hughes Consulting Canada Ltd., accepted by the City);
- (j) **“Commercial Air Space Parcels”** means one or more air space parcels containing the Commercial Component, to be created upon the registration of an air space subdivision plan subdividing Lot B;
- (k) **“Commercial Component”** means approximately 2,300 square feet (213.677 square metres) of ground floor commercial/retail premises, together with common property, for potential retail, commercial and/or office use, which will be constructed on Lot B and registered in the Land Title Office as the Commercial Air Space Parcels;
- (l) **“Construct”** means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, repair, remove or renew and all activities or other work incidental or related thereto and **“Constructing”**, **“Construction”** and **“Constructed”** have a corresponding meaning;
- (m) **“Damaged Improvements”** has the meaning ascribed thereto in Section 9.01;
- (n) **“Easement Area”** means, in respect of any Parcel, areas used for or in respect of any easements and rights on such Parcel granted by the Owner of such Parcel in favour of the Other Owner, and **“Easement Areas”** means all such areas, as the context requires;
- (o) **“Inspect”** means to inspect, test or examine any Parcel from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to such Parcel, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of such other Parcel, and **“Inspect”**, **“Inspected”** and **“Inspecting”** have corresponding meanings;
- (p) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and replaced from time to time;
- (q) **“Land Title Office”** means the New Westminster Land Title Office;
- (r) **“Lands”** means, together, Lot A and Lot B;
- (s) **“Life Safety and Fire Protection Systems”** means all electrical systems and distribution, emergency power generation and distribution systems, emergency lighting systems, smoke detectors, fire fighting, fire suppression, fire detection and fire alarm systems and all other life safety systems, equipment and features,

including all exit doors, fire rated doors and walls and all related equipment and wiring located on Lot A or Lot B that in any way, in whole or in part, are required and/or exist and function for the joint use, benefit and enjoyment of both the Lot A Building and the Lot B Building;

- (t) **“Lot A”** means those certain lands situate in the City of Surrey upon which the Lot A Building will be constructed and legally described in Recital A;
- (u) **“Lot A Building”** means the 28 storey residential concrete highrise building with ground floor townhouses containing 322 residential strata lots and common property including the Easement Areas on Lot A, all to be constructed on Lot A;
- (v) **“Lot A Easement”** means the easement granted by the Lot A Owner to the Lot B Owner to use the Easement Areas on Lot A pursuant to Section 2.01 hereof;
- (w) **“Lot A Easement Areas Costs”** means the aggregate, without duplication, of all costs incurred by the Lot A Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (x) **“Lot A Owner”** means the registered owner from time to time of Lot A and any Parcel into which Lot A is subdivided, and its successors and assigns and includes, where the context requires, the Lot A Strata Corporation or the owner of the Lot A Strata Lots;
- (y) **“Lot B”** means those certain lands situate in the City of Surrey upon which the Lot B Building will be constructed and legally described in Recital B;
- (z) **“Lot B Building”** means the 38 storey concrete highrise building with ground floor townhouses containing 431 residential strata lots and common property, and the Commercial Component, including the Easement Areas on Lot B, all of which may be constructed on Lot B;
- (aa) **“Lot B Easement”** means the easement granted by the Lot B Owner to the Lot A Owner to use the Easement Areas on Lot B pursuant to Section 3.01 hereof;
- (bb) **“Lot B Easement Areas Costs”** means the aggregate, without duplication, of all costs incurred by the Lot B Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (cc) **“Lot B Owner”** means the registered owner from time to time of Lot B and any Parcel into which Lot B is subdivided, and its successors and assigns and includes, where the context requires, the Lot B Strata Corporation or the owner of the Lot B Strata Lots;
- (dd) **“Maintain”** means to keep in a good and proper state of repair, normal wear and tear excepted, and in a clean and safe condition including, without limiting the

generality of the foregoing, cleaning, pressure washing, painting and resurfacing, as would a prudent owner from time to time, and “**Maintenance**”, “**Maintained**” and “**Maintaining**” have corresponding meanings;

- (ee) “**Major Damage**” in respect of a Parcel occurs when:
- (i) the Damaged Improvements on such Parcel are damaged or destroyed to the extent that the benefit and use of the easements granted herein to the Other Owner are diminished or are likely to be diminished in a material way and based on the opinion of a certified professional chosen by the Owner of the Parcel containing the Damaged Improvements, such damage or destruction cannot reasonably be Repaired or renewed within 90 days after the date such damage or destruction occurred;
  - (ii) the Damaged Improvements on such Parcel are condemned; or
  - (iii) the insurers for the Owner of the Parcel containing the Damaged Improvements, pursuant to policies of insurance maintained in accordance with this Agreement, elect to treat the Damaged Improvements as a total loss,

provided that the determination of the extent of damage or destruction as provided in this Agreement shall be made by a certified professional chosen by the Lot A Owner;

- (ff) “**Other Owner**” means, vis à vis any Owner, as an owner of a Parcel, the Owner of the Other Parcel;
- (gg) “**Other Parcel**” means, vis à vis any Parcel, the other Parcel;
- (hh) “**Parcel**” means individually Lot A, Lot B and any Strata Lot or any parcel into which any of the foregoing are subdivided into, and “**Parcels**” means two or more of them as them as the context requires;
- (ii) “**Prime Rate**” means the annual rate of interest announced from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, or such other bank as selected by the Lot B Owner from time to time, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;
- (jj) “**Proportionate Share**” means in respect of the Lot A Strata Corporation and the Lot B Strata Corporation, the contribution required to be made by them pursuant to Section 5.00 towards payment of the Lot A Easement Areas Costs and pursuant to Section 6.00 towards payment of the Lot B Easement Areas Costs which, in each case, will be the percentage of such costs derived from the following ratios:

(A) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan); and

(B) For the Lot B Strata Corporation

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan),

provided that upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the respective Proportionate Share for each of the Lot A Strata Corporation, the Lot B Strata Corporation and the Owner of the Commercial Component shall be derived from the following ratios:

(C) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component ); and

(D) For the Lot B Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component); and

(E) For the Owner of the Commercial Component:

Area in Square Metres of the Commercial Component ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component);

(kk) **“Repair”** means:

- (i) to remedy any defect and to repair any damage to any part of a Parcel; or
- (ii) to take any action reasonably necessary to remedy any failure of a Parcel owner to provide another Parcel owner’s easements and rights, as granted hereunder,

and **“Repaired”** and **“Repairing”** have corresponding meanings;

(ll) **“Strata Corporation”** means the strata corporation created with respect to Lot A or Lot B, as the case may be, by deposit of the Strata Plan;



- (mm) **“Strata Lot Owners”** means, from time to time, the registered owners of Strata Lots and **“Strata Lot Owner”** means any one of them;
- (nn) **“Strata Lots”** means the strata lots created upon deposit of the Strata Plan which subdivides Lot A or Lot B into Strata Lots and common property in accordance with the provisions of the *Strata Property Act* and **“Strata Lot”** means any one of such Strata Lots;
- (oo) **“Strata Plan”** means the strata plan subdividing Lot A or Lot B, as the case may be, into Strata Lots and common property in accordance with the provisions of the *Strata Property Act*;
- (pp) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, c. 43 and amendments thereto and re-enactments thereof; and
- (qq) **“Support Structures”** means the soil and any and all structural elements from time to time within a Parcel which are required to support the Buildings on the Other Parcel, including without limitation anchors, foundations, columns, footings, supporting walls, floors and ceilings, beams, bents, brackets, bracings and grade or tie beams;
- (rr) **“Users”** means the owners, tenants and occupants including, without limitation, any strata unit owners, from time to time of all or any part of a Parcel and their respective employees, servants, workers, agents, officers, contractors, consultants, licensees and invitees whether their authorization to access is implied or expressed unless any of such employees, servants, agents, officers, contractors, licensees or invitees are expressly not authorized.

#### 1.02 Interpretation

Whenever the singular or the masculine or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows.

#### 1.03 Headings

The inclusion of headings and clause titles is for convenience only and shall not affect the construction or interpretation of this Agreement;

#### 1.04 Reference to Enactments

Reference in this Agreement to any enactment, including laws of the City, is a reference to that enactment as amended, revised, consolidated or replaced.

#### 1.05 Schedules

The following schedules are attached and form part of this Agreement:

Schedule A – Allocation of Repair and Maintenance Obligations and Costs

## 2.00 Lot A Easement

- 2.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot A Owner hereby grants to the Lot B Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot A in common with the Lot A Owner and its successors, as owner of Lot A, at all times and from time to time:
- (a) Support. For support of the Lot B Building by Lot A and by any Support Structures Constructed on or within Lot A;
  - (b) Life Safety and Fire Protection Systems. To enter, go, move about, pass and re-pass, with or without supplies, materials, tools and/or equipment, as reasonably necessary, in, over and upon those parts of Lot A, as may be reasonably necessary to:
    - (i) access and use the Life Safety and Fire Protection Systems, as may be permitted under this Agreement;
    - (ii) Construct, operate, Maintain and Repair the Life Safety and Fire Protection Systems which are located on Lot B and designated for the use of or are used for the benefit of or are connected to Lot B;
    - (iii) upon notice to the Lot A Owner under Section 5.06 (except in the case of emergency when no notice will be required), Inspect, operate, Maintain and Repair any portions of the Easement Areas and Life Safety and Fire Protection Systems which are located on Lot A and that are designated for the use of or are used for the benefit of or are connected to Lot B, and
    - (iv) in connection with the exercise of its rights under subsection (iii) above, place, leave and/or store within Lot A, at the risk and responsibility of Lot B, and for as short a time as reasonably possible, in such locations within Lot A as may be reasonably determined by the Lot B Owner, at reasonable times and upon reasonable notice to the Lot A Owner (except in the case of emergency when no notice will be required), such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from Lot A any Construction and/or Maintenance and Repair work required or permitted under this Agreement, provided that upon completion of any such Construction or Maintenance and Repair work, the Lot B Owner will remove from Lot A all such supplies, materials, tools and/or equipment and leave those portions of Lot A used for such purposes in the same condition as they were in prior such use being made thereof;
  - (c) Fire Department Access. To permit the municipal fire department to enter, go, pass and re-pass at any time, in, over, upon and through those parts of Lot A, as may be reasonably necessary for the purpose of obtaining access to and egress from Lot B and the Lot B Building and for providing emergency firefighting, fire suppression and services on Lot B and in respect of the Lot B Building; and
  - (d) Generally. To do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 2.01.

The Lot B Owner's and its successors' and assigns' use of the Easement Areas on Lot A shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

- 2.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot B Owner and its Users shall not have access to any part of Lot A except for those areas as are reasonably intended to be used for the uses for which the Lot A Easement is intended and those parts and features of Lot A (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas, elevators corridors, stairs and stairwells) which are designed, constructed, suitable and/or intended for use for pedestrian access to and egress from such areas.
- 2.03 Benefit and Burden. The easement granted in Section 2.01 will be appurtenant to and for the benefit of Lot B and will charge and be a burden upon and run with Lot A.
- 2.04 Secured Areas. Notwithstanding any provision herein, the Lot B Owner acknowledges, covenants and agrees with the Lot A Owner that, despite the easement rights granted to it to use Lot A pursuant to Section 2.01, certain areas of Lot A may be secured areas and accessible only by key, fob, access card or other similar device ("**Lot A Access Device**") and if a User of Lot B does not have an Lot A Access Device to access any such areas (or alternatively, such User's Lot A Access Device is not programmed to permit access), then such access shall only be conducted under escort by the property manager or other authorized personnel of the Lot A Owner or at the discretion of such person by requiring such User to obtain a Lot A Access Device.
- 2.05 Rules and Regulations. The Lot A Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot A may be accessed or used or enjoyed by the Lot B Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management, maintenance, health, safety and operation of the Easement Areas on Lot A and that they do not affect access to exits in the Lot A Building which are required by the Building Code or emergency access to the Life Safety and Fire Protection Systems which are located on Lot A or that are designated for the use of or are used for the benefit of or are connected to Lot B, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot A Owner as well as to the Lot B Owner.

The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 2.05.

- 2.06 Enjoyment of Easement. The Lot B Owner covenants and agrees with the Lot A Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot A Owner, as owner of Lot A, and more particularly the Easement Areas on Lot A or any person, firm or corporation claiming by, through, under or in trust for the Lot A Owner, as owner of Lot A.

The Lot A Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 2.08(a) hereof, interfere with the use of the Easement Areas on Lot A as herein contemplated and the rights herein granted.

Subject to the provisions of Section 2.08, the Lot A Owner will not materially alter any portion of the Easement Areas on Lot A, whether or not with respect to any other lands, without the prior written consent of the Lot B Owner, which consent will not be unreasonably withheld, conditioned or delayed.

2.07 Covenants – The Lot A Owner. The Lot A Owner hereby covenants and agrees with the Lot B Owner that:

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby and to ensure and permit the continued full and lawful use, function and operation of the Buildings, collectively, as a single building in accordance with the Code Consultant Report and the Building Code and to ensure that at all times the Buildings are kept, functional and operated as an integrated building and in good quality in all respects;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Areas on Lot A to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot A Owner and the Lot B Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
  - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
  - (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.07 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.07.

2.08 Reservations and Limitations. Notwithstanding the grant of the Lot A Easement, there is hereby reserved to the Lot A Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot B Owner of the Easement Areas on Lot A if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot A as may be required by the Lot A Owner or as the Lot A Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and does not affect access to exits in the Lot A Building which are required by the Building Code or emergency access to the Life Safety and Fire Protection Systems which are located on Lot A or that are designated for the use of or are used for the benefit of or are connected to Lot B, and that reasonable notice of the interruption is delivered to the Lot B Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot B Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot A as it may reasonably require or deem expedient;
- (c) Limitations. The Lot B Owner and its Users in exercising the easement to use the Easement Areas on Lot A granted pursuant to Section 2.01 shall:
  - (i) only use and access those portions of Lot A for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

2.09 Covenants. The Lot B Owner hereby covenants and agrees with the Lot A Owner, in respect of the Lot A Easement granted to it:

- (a) Minimize Interference with Lot A Owner. It will, in exercising its rights to use the Lot A Easement located in Lot A:
  - (i) use only those portions of Lot A as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot A by the Lot A Owner; and

- (iii) if the exercise of such rights and easement to use the Easement Areas on Lot A causes any damage to Lot A, forthwith, at its own expense, restore Lot A to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot A;
- (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot A Owner arising out of any use by it of the Easement Areas on Lot A;
- (c) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot A Owner from time to time pursuant to Section 2.05 hereof in connection with the use of the Easement Areas on Lot A.

### 3.00 **Lot B Easement**

3.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot A, at all times and from time to time:

- (a) Support. For support of the Lot A Building by Lot B and by any Support Structures Constructed on or within Lot B;
- (b) Life Safety and Fire Protection Systems. To enter, go, move about, pass and re-pass, with or without supplies, materials, tools and/or equipment, as reasonably necessary, in, over and upon those parts of Lot B, as may be reasonably necessary to:
  - (i) access and use the Life Safety and Fire Protection Systems, as may be permitted under this Agreement;
  - (ii) Construct, operate, Maintain and Repair the Life Safety and Fire Protection Systems which are located on Lot A and designated for the use of or are used for the benefit of or are connected to Lot A;
  - (iii) upon notice to the Lot B Owner under Section 6.06 (except in the case of emergency when no notice will be required), Inspect, operate, Maintain and Repair any portions of the Easement Areas and Life Safety and Fire Protection Systems which are located on Lot B and that are designated for the use of or are used for the benefit of or are connected to Lot A, and
  - (iv) in connection with the exercise of its rights under subsection (iii) above, place, leave and/or store within Lot B, at the risk and responsibility of Lot A, and for as short a time as reasonably possible, in such locations within Lot B as may be reasonably determined by the Lot A Owner, at reasonable times and upon reasonable notice to the Lot B Owner (except in the case of emergency when no notice will be required), such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from Lot B any Construction and/or Maintenance and Repair

work required or permitted under this Agreement, provided that upon completion of any such Construction or Maintenance and Repair work, the Lot A Owner will remove from Lot B all such supplies, materials, tools and/or equipment and leave those portions of Lot B used for such purposes in the same condition as they were in prior such use being made thereof;

- (c) Fire Department Access. To permit the municipal fire department to enter, go, pass and re-pass at any time, in, over, upon and through those parts of Lot B, as may be reasonably necessary, for the purpose of obtaining access to and egress from Lot A and the Lot A Building and for providing emergency firefighting, fire suppression and services on Lot A and in respect of the Lot A Building; and
- (d) Generally. To do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 3.01.

The Lot A Owner's and its successors' and assigns' use of the Easement Areas on Lot B shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

- 3.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot A Owner and its Users shall not have access to any part of Lot B except for those areas as are reasonably intended to be used for the uses for which the Lot B Easement is intended and those parts and features of Lot A (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas, elevators corridors, stairs and stairwells) which are designed, constructed, suitable and/or intended for use for pedestrian access to and egress from such areas.
- 3.03 Benefit and Burden. The easement granted in Section 3.01 will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.
- 3.04 Secured Areas. Notwithstanding any provision herein, the Lot A Owner acknowledges, covenants and agrees with the Lot B Owner that, despite the easement rights granted to it to use Lot B pursuant to Section 3.01, certain areas of Lot B may be secured areas and accessible only by key, fob, access card or other similar device ("**Lot B Access Device**") and if a User of Lot A does not have an Lot B Access Device to access any such areas (or alternatively, such User's Lot B Access Device is not programmed to permit access), then such access shall only be conducted under escort by the property manager or other authorized personnel of the Lot B Owner or at the discretion of such person by requiring such User to obtain a Lot B Access Device.
- 3.05 Rules and Regulations. The Lot B Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot B may be accessed or used or enjoyed by the Lot A Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management maintenance, health safety and operation of the Easement Areas on Lot B and that they do not affect access to exits in the Lot B Building which are required by the Building Code or emergency access to the Life Safety and Fire Protection Systems which are located on Lot B or that are designated for the use of

or are used for the benefit of or are connected to Lot A, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot B Owner as well as to the Lot A Owner.

The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 3.05.

- 3.06 Enjoyment of Easement. The Lot A Owner covenants and agrees with the Lot B Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot B Owner, as owner of Lot B, and more particularly the Easement Areas on Lot B or any person, firm or corporation claiming by, through, under or in trust for the Lot B Owner, as owner of Lot B.

The Lot B Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 3.08(a) hereof, interfere with the use of the Easement Areas on Lot B as herein contemplated and the rights herein granted.

Subject to the provisions of Section 3.08, the Lot B Owner will not materially alter any portion of the Easement Areas on Lot B, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent will not be unreasonably withheld, conditioned or delayed.

- 3.07 Covenants – The Lot B Owner. The Lot B Owner hereby covenants and agrees with the Lot A Owner that:

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby and to ensure and permit the continued full and lawful use, function and operation of the Buildings, collectively, as a single building in accordance with the Code Consultant Report and the Building Code and to ensure that at all times the Buildings are kept, functional and operated as an integrated building and in good quality in all respects.
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Areas on Lot B to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;



- (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 3.07 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 3.07.

3.08 Reservations and Limitations. Notwithstanding the grant of the Lot B Easement, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner of the Easement Areas on Lot B if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot B as may be required by the Lot B Owner or as the Lot B Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and does not affect access to exits in the Lot B Building which are required by the Building Code or emergency access to the Life Safety and Fire Protection Systems which are located on Lot B or that are designated for the use of or are used for the benefit of or are connected to Lot A, and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required).
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot B as it may reasonably require or deem expedient;
- (c) Limitations. The Lot A Owner and its Users in exercising the easement to use the Easement Areas on Lot B granted pursuant to Section 3.01 shall:
  - (i) only use and access those portions of the Easement Areas on Lot B for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

3.09 Covenants. The Lot A Owner hereby covenants and agrees with the Lot B Owner, in respect of the Lot B Easement granted to it:

- (d) Minimize Interference with Lot B Owner. It will, in exercising its rights to use the Lot B Easement located in Lot B:
  - (i) use only those portions of Lot B as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot B by the Lot B Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Areas on Lot B causes any damage to Lot B, forthwith, at its own expense, restore Lot B to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot B;
- (e) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by it of the Easement Areas on Lot B;
- (f) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot B Owner from time to time pursuant to Section 3.05 hereof in connection with the use of the Easement Areas on Lot B.

#### 4.00 **Indemnities**

4.01 Indemnities. Each Owner (the “**Indemnitor**”) shall indemnify and save the other Owner (the “**Indemnitee**”) harmless against all loss, damages, costs and liabilities suffered by the Indemnitee, including fees of solicitors and other professional advisors arising out of:

- (a) any breach, violation or non-performance by the Indemnitor or its Users, as the case may be, of any covenant, term or condition contained in this Agreement on its part to be observed or performed; and
- (b) any personal injury, death or property damage occurring in or about the Easement Areas on Lot A and the Easement Areas on Lot B and caused by the Indemnitor in carrying out or failing to carry out the activities or obligations of such party in the Easement Areas on Lot A and the Easement Areas on Lot B by virtue of this Agreement or otherwise including any matter or thing permitted or omitted by the Indemnitor, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities shall be paid by the Indemnitor to the Indemnitee upon the Indemnitee providing proof of loss suffered by it,

except for any indirect, special or consequential damages or loss of profits and except to the extent such personal injury or death, property damage, or other loss or damage is caused by the act or omission, including negligent acts or omissions or willful misconduct, of the Indemnitee, its Users or any other person for whose conduct the Indemnitee is responsible.

## 5.00 Annual Estimated Lot A Easement Areas Costs Budget

5.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot A Owner will prepare and deliver to the Lot B Owner the Annual Estimated Lot A Easement Areas Costs Budget.

5.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use the Easement Areas on Lot A, the Lot B Owner covenants and agrees with the Lot A Owner to promptly and punctually pay to the Lot A Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot A Easement Areas Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot A Owner requires same, the Lot B Owner shall provide the Lot A Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

Any monthly instalments that remain unpaid when due shall bear interest at the Prime Rate plus 5% per annum, calculated from the due date until paid, compounded monthly, not in advance. The Lot B Strata Corporation will allocate its Proportionate Share of the Annual Estimated Lot A Easement Areas Costs Budget amongst the strata unit owners pro rata based on the unit entitlement of each such strata unit owner.

5.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot A Easement Areas Costs Budget has been prepared and in any event within 90 days of such period ending, the Lot A Owner shall provide the Lot B Owner with a written statement (the “**Annual Actual Lot A Easement Areas Operating Costs Statement**”) certified correct by an officer of the Lot A Owner showing the particulars of the actual Lot A Easement Areas Costs incurred by the Lot A Owner for the preceding fiscal period in reasonable detail, in order to permit the Lot B Owner to determine that the expenditures were reasonably incurred. The Annual Actual Lot A Easement Areas Operating Costs Statement shall also include those amounts already paid by way of monthly instalments by the Lot B Owner, as the case may be, and any money owing by or to the Lot A Owner shall be paid or credited within 30 days of receipt of the said statement. All adjustments shall be based on the reconciliation between the monthly instalments already paid and the Annual Actual Lot A Easement Areas Operating Costs Statement. Any adjusted amounts that are owing and remain unpaid for more than 30 days shall bear interest at the Prime Rate plus 5% calculated from the 31<sup>st</sup> day until paid, compounded monthly, not in advance.

### 5.04 General

- (a) The Lot A Owner agrees to keep accurate accounting records of the Lot A Easement Areas Costs, which records shall be available for inspection or audit at the year end by the Lot B Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot B Owner.
- (b) If the Lot B Owner disputes the actual Lot A Easement Areas Costs as shown on the Annual Actual Lot A Easement Areas Costs Statement then it shall so notify the Lot A Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 5.05 hereof. Failing such notice, the Lot B Owner will be deemed to have accepted such statement.

- (c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot A Easement Areas Costs Budget and shall otherwise be subject to the terms of this Section 5.00

5.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 5.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 5.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 5.00, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 10.07 shall not be considered to have been modified by this Section 5.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 5.05, the matter will referred to binding arbitration pursuant to Section 10.05 hereof.

5.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot A Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot B Owner pursuant to this Agreement, the Lot B Owner, upon giving the Lot A Owner not less than seven (7) days’ notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

## 6.00 **Annual Estimated Lot B Easement Areas Costs Budget**

6.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot B Owner will prepare and deliver to the Lot A Owner the Annual Estimated Lot B Easement Areas Costs Budget.

6.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use Easement Areas on Lot B, the Lot A Owner covenants and agrees with the Lot B Owner to promptly and punctually pay to the Lot A Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot B Owner requires same, the Lot A Owner shall provide the Lot B Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated

amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

Any monthly instalments that remain unpaid when due shall bear interest at the Prime Rate plus 5% per annum, calculated from the due date until paid, compounded monthly, not in advance. The Lot A Strata Corporation will allocate its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget amongst the strata unit owners pro rata based on the unit entitlement of each such strata unit owner.

- 6.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot B Easement Areas Costs Budget has been prepared and in any event within 90 days of such period ending, the Lot B Owner shall provide the Lot A Owner with a written statement (the “**Annual Actual Lot B Easement Areas Costs Statement**”) certified correct by an officer of the Lot B Owner showing the particulars of the actual Lot B Easement Areas Costs incurred by the Lot B Owner for the preceding fiscal period in reasonable detail, in order to permit the Lot A Owner to determine that the expenditures were reasonably incurred. The Annual Actual Lot B Easement Areas Costs Statement shall also include those amounts already paid by way of monthly instalments by the Lot A Owner, as the case may be, and any money owing by or to the Lot B Owner shall be paid or credited within 30 days of receipt of the said statement. All adjustments shall be based on the reconciliation between the monthly instalments already paid and the Annual Actual Lot B Easement Areas Costs Statement. Any adjusted amounts that are owing and remain unpaid for more than 30 days shall bear interest at the Prime Rate plus 5% calculated from the 31<sup>st</sup> day until paid, compounded monthly, not in advance.

6.04 General

- (a) The Lot B Owner agrees to keep accurate accounting records of the Lot B Easement Costs, which records shall be available for inspection or audit at the year end by the Lot A Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot A Owner.
- (b) If the Lot A Owner disputes the actual Lot B Easement Areas Costs as shown on the Annual Actual Lot B Easement Areas Costs Statement then it shall so notify the Lot B Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 6.05 hereof. Failing such notice, the Lot A Owner will be deemed to have accepted such statement.
- (c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget and shall otherwise be subject to the terms of this Section 6.00

- 6.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 6.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 6.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 6.05, the disputing party shall, as soon as

practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 10.07 shall not be considered to have been modified by this Section 6.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;

- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 6.05(b), the matter will be referred to binding arbitration pursuant to Section 10.05 hereof.

#### 6.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot B Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot A Owner pursuant to this Agreement, the Lot A Owner, upon giving the Lot B Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

### 7.00 **Subdivision**

- 7.01 Subject to Section 7.02, if any Parcel is subdivided, including by way of Strata Plan, then the rights, covenants, easements and charges granted hereunder will continue to run with and bind each Subdivided Lot of which any part of any Easement Area or charged property forms a part.
- 7.02 Notwithstanding Section 7.01, upon subdivision of a Parcel by a Strata Plan, the Section 219 Covenants created pursuant to Section 8.01 and 8.02 shall be registered against title to all Strata Lots.
- 7.03 Upon subdivision of a Parcel by a Strata Plan:
  - (a) the Strata Corporation so created shall:
    - (i) perform and observe the parent Owner's covenants herein at the expense of the Strata Corporation and of the Strata Lot owners;
    - (ii) in respect of Lot A, perform and observe the Lot A Owner's covenants and obligations pursuant to the provisions of this Agreement;
    - (iii) in respect of Lot B, perform and observe the Lot B Owner's covenants and obligations pursuant to this Agreement;

- (iv) enter into an assumption agreement with the other Owner and the City in a form satisfactory to the other Owner and the City, to assume all of the ongoing obligations hereunder and benefit from all of the rights as provided herein;
  - (v) take into consideration the content of this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation applicable to Strata Lot owners, and shall cause the Strata Lot owners to comply with the obligations, restrictions and limitations as provided herein;
  - (vi) be responsible for any breach arising from any action or omission of any and all of the Strata Lot owners of the obligations, restrictions and limitations as provided herein; and
  - (vii) be entitled to give all permissions and consents permitted to be given by the Strata Lot owners; and
- (b) the liability of each Strata Lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, shall be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Property Act*.

7.04 Notwithstanding anything to the contrary provided in this Agreement, in the event of a subdivision of Lot B or Lot A, or any of them by the deposit in the Land Title Office of a Strata Plan in accordance with the *Strata Property Act*, the easements herein granted shall be accepted on behalf of the Strata Lot owners by the Strata Corporation created thereby and shall be administered, enforced, modified, or released by the Strata Corporation only and, in particular, without limiting the generality of the foregoing, the Strata Corporation shall make all payments required to be made hereunder and shall receive all payments to be paid hereunder and in respect of any Inspections, Repairs, Maintenance and replacements required hereunder and for obtaining the insurance policies required hereunder. The Strata Lot owners shall not attempt to carry out any of the Inspections, Repairs, Maintenance or replacements contemplated hereunder or to enforce or in any way interfere with the administration by the Strata Corporation created upon the filing of a Strata Plan with respect to Lot A or Lot B, as the case may be, of the easements herein granted for the benefit of Lot B or Lot A, respectively.

## 8.00 Section 219 Covenants

- 8.01 Section 219 Covenant re: Building Code and Code Consultant Report . Pursuant to Section 219 of the *Land Title Act*, each of the Owners covenant and agree with the City as a covenant charging and running with and binding each of Lot A and Lot B respectively that:
- (a) Lot A and Lot B are considered a single legal property for the purposes of the Building Bylaw and the Building Code and as contemplated in the Code Consultant Report for the purposes of the following Building Code requirements:

- (i) Spatial separation and exposure protection (Subsection 3.2.3. of the Building Code) between Lot A and Lot B addressed as a single site as described in the Code Consultant Report;
  - (ii) Provisions for firefighting (Subsection 3.2.5. of the Building Code);
  - (iii) Exit systems (Section 3.4. of the Building Code);
  - (iv) Fire alarm and detection systems (Subsection 3.2.4. of the Building Code);
  - (v) Building requirements for persons with disabilities (Section 3.8. of the Building Code); and
  - (vi) the alternative solutions as described in the Code Consultant Report;
- (b) The Lot A exit discharge at property lines and access to public thoroughfare through Lot B are consistent with the Building Code for an exit having access to an open public thoroughfare;
  - (c) The locations of the Fire Department Connections, which are interconnected, are shown in the Code Consultant Report; and
  - (d) The sprinkler system for Lot A Building and sprinkler system for Lot B Building are separate systems.

8.02 Section 219 Covenant re: Termination and Modification. Pursuant to Section 219 of the *Land Title Act*, each of the Owners covenant and agree with the City as a covenant charging and running with and binding each of Lot A and Lot B respectively that:

- (a) Under no circumstances whatsoever will the Lot A Easement or the Lot B Easement be interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of the Other Owner or those claiming by, through or under such Owner or for any reason whatsoever, and the Owners shall each refrain from seeking any judgement, order or declaration to that effect. Nothing contained herein shall prevent an Owner (or a Strata Corporation if such parcel has been subdivided by Strata Plan) from applying to enjoin or restrain any wrongful action or from seeking damages therefor, and
- (b) The Owners covenant each with the other and with the City that the easements and rights granted pursuant to this Agreement will not be modified, abandoned, surrendered, released or discharged without the prior written consent of the City.

8.03 Damages not an adequate remedy.

Each of the Owners agree that damages will not be an adequate remedy for the City for any breach by any Owner of its respective obligations under this Agreement and that the City is entitled to an order for specific performance or a prohibitory or mandatory injunction as a remedy for any such breach.

8.04 Payment of costs.

The Owners each agree that in any proceeding relating to this Agreement, the City is entitled to its costs on a solicitor and its own client basis.



8.05 Acknowledgement of each Owner.

Each Owner hereby acknowledges, agrees and declares that the provisions of this Section 8.00 are for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that the provisions of this Section 8.00 are not designed to protect or promote the interests of any Owner, its Users or any future owner, occupier or user of any Parcel or any other person or corporation whatsoever, and the City may at its option execute an amendment to, or a release of, any of the provisions of this Section 8.00 or any part thereof at any time without liability to anyone for so doing. Each of the Owners acknowledges and agrees that it will pay in accordance with Section 5.00 its Proportionate Share of the Lot A Easement Areas Costs and in accordance with Section 6.00 its Proportionate Share of the Lot B Easement Areas Costs.

9.00 **Damage and Destruction**

9.01 Owner's obligation to rebuild if not Major Damage.

In the event that the Easement Area in an Owner's Parcel or any part thereof shall at any time be defective or damaged (the "**Damaged Improvements**") such that the Other Owner's easements granted herein are diminished in a material way or are likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, then after receipt from the Other Owner of a written notice to Construct and Repair pursuant to this Section 9.00 (which notice refers to and contains a copy of this Section 9.00), the Owner of the Damaged Improvements shall, within a reasonable period of time following notice thereof from the Other Owner, Construct, Repair and make the Damaged Improvements fit for the purpose of such easements.

9.02 Owner's obligation to rebuild and Repair if Major Damage.

In the event that the Damaged Improvements in a Parcel are destroyed or damaged to such extent that Major Damage has occurred, the Owner of the Damaged Improvements shall rebuild or Repair the Damaged Improvements, subject to the receipt of insurance proceeds, or should insurance proceeds be insufficient, the agreement of the respective owners to contribute sufficient funds to complete the restoration and subject to the *Strata Property Act* to the extent applicable, and any requirements of the City. If the Owner of the Damaged Improvements is prevented from rebuilding or Repairing the Damaged Improvements because of the *Strata Property Act*, or requirements of the City, such Owner shall demolish and completely remove the Damaged Improvements and debris from its Parcel and restore its Parcel to a neat and safe condition in a good and workmanlike manner, provided that such Owner shall take reasonable measures to ensure that the improvements constructed on the other Parcel will continue to be functional and safe notwithstanding such demolition and removal.

9.03 Delay in Rebuilding or Repairing.

Subject to Sections 9.01 and 9.02 above, in the event that the Repair or rebuilding of Damaged Improvements is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of the Damaged Improvements shall forthwith take such

reasonable action as is necessary to leave the any easement areas situate within its Parcel and the Damaged Improvements in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard.

9.04 Failure to Rebuild or Repair.

If the Owner of any Damaged Improvements fails to fulfill its obligations as set out in Sections 9.01, 9.02, and 9.03, and it has not referred the matter for resolution pursuant to Section 10.05, the Other Owner, upon giving the Owner of the Damaged Improvements not less than 15 days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform the failed obligations and shall be entitled to be reimbursed as provided herein.

9.05 Costs and Expenses.

The cost and expense of any work conducted by the Owner of Damaged Improvements under Sections 9.01, 9.02, and 9.03 hereof shall be included within the Lot A Easement Areas Costs or the Lot B Easement Areas Costs, as the case may be, and shared by the Owners in relation to their Proportionate Share as determined under this Agreement, after taking into account any net insurance proceeds received in connection with such loss or damage and subject to the provisions of Section 5.00 hereof or Section 6.00 hereof, as the case may be.

**10.00 Miscellaneous**

10.01 Runs with the Lands

Once Lot A and Lot B are subdivided, the easements herein granted will continue to run with and bind each subdivided parcel.

10.02 Cessation of Obligations

The covenants of each Owner contained herein will be personal and binding upon that Owner only during its ownership of Lot A or Lot B or any interest therein or in any parcel into which it may be subdivided, as the case may be, but the said lands will nevertheless remain at all times charged herewith to the intent that upon the transfer of any interest in any of Lot A or Lot B or any interest in any parcel into which same may be subdivided by an Owner, that Owner will be freed, released and discharged from the observance and performance thereafter of the covenants on its part in respect of the lands and its part to be observed and performed.

10.03 Reasonableness

The Owners will, at all times, be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.

10.04 Rights of Owner Preserved

Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent the owner of a servient tenement from using the easement areas granted by them hereunder in any manner which does not materially and

adversely interfere with, injure or impair the exercise by the owner of the dominant tenement of such easement of its rights hereunder.

10.05 Arbitration

In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision (other than a dispute with respect to determinations and allocations to be made under Section 5.00 which shall be resolved pursuant to Section 5.05 or a dispute with respect to determinations and allocations to be made under Section 6.00 which shall be resolved pursuant to Section 6.05), the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 10.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.

10.06 Waiver

Waiver by any party of any default hereunder by another party will not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.

10.07 Notice

- (a) Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing and will be delivered, telecopied or electronically mailed or sent by postage prepaid mail and addressed, to the intended recipient. The time of receiving any such demand or notice will be deemed to be :
- (i) the day and time of delivery of transmittal (by telecopier or electronic mail), if delivered or sent by telecopier or electronic mail by 4:30 p.m. on a business day (excluding Saturdays Sundays and statutory holidays) to the place of the intended recipient;
  - (ii) by 8:00 a.m. the next business day following the date of such delivery or transmittal (excluding Saturdays Sundays and statutory holidays) if delivered or transmitted by telecopier or electronic mail) after 4:30 p.m. on a business day (excluding Saturdays, Sundays and statutory holidays) to the place of the intended recipient;
- (b) On the fourth day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the

intended recipient of a demand or notice, a demand or notice will not be effective if sent by mail until it is actually received by the intended recipient.

10.08 Governing Law

This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.

10.09 Further Assurances

The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.

10.10 Entire Agreement

This is the entire agreement between the parties concerning the subject matter of this Agreement.

10.11 Time Is Of Essence

Time will be of the essence of this Agreement.

10.12 Severability

Should any portion of this Agreement be declared or held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, then such portion will be deemed to have been severed from this Agreement and the invalidity or unenforceability thereof will not affect or render unenforceable or invalid any other provisions of this Agreement, and the rest of this Agreement shall remain in force unamended.

10.13 No Derogation

Nothing contained or implied herein will prejudice or affect the City's rights, powers, duties and obligations in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or the *Local Government Act* (British Columbia) and the rights, powers, duties and obligations of the City under all of its public and private statutes, bylaws and regulations, all of which may be as fully and effectively exercised in relation to the Parcels as if this Agreement had not been executed and delivered by the parties hereto.

10.14 No Limitation

This Agreement does not:

- (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act* (British Columbia) on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Parcels;
- (b) affect or limit any enactment relating to the use or subdivision of the Parcels; or

- (c) relieve the Owners from complying with any enactment, including in relation to the use or subdivision of the Parcels.

IN WITNESS WHEREOF the parties have executed the Form C attached hereto and forming part hereof on the dates set out thereon.

**SCHEDULE A****ALLOCATION OF REPAIR AND MAINTENANCE OBLIGATIONS AND COSTS**

<b>Shared Use Areas and Systems</b>	<b>Owner Primarily Responsible for Repairs and Maintenance</b>	<b>Lot A Owner's Share of Costs</b>	<b>Lot B Owner's Share of Costs</b>
<b>Fire shutters at the vehicle drive through opening in the firewall in the parking garage</b>	<b>Lot A Owner</b>	<b>Lot A Owner's Proportionate Share</b>	<b>Lot B Owner's Proportionate Share</b>

**CONSENT AND PRIORITY 1**

WHEREAS BlueSky Properties (UD Lands) Inc. has entered into the attached Agreement (the “**Covenants and Easements Agreement**”) to which the City of Surrey is a party and under which BlueSky Properties (UD Lands) Inc. has granted certain rights, licenses and easements with respect to the lands therein and herein described as “Lot A” and “Lot B”;

AND WHEREAS HSBC Bank Canada (“**HSBC**”) is the holder of the following charges or interests encumbering Lot A and/or Lot B, all of which have been registered in the Land Title Office under the numbers respectively indicated:

Mortgage CA8092116 and Assignment of Rents CA8092117 (together called the “**HSBC Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

1. HSBC hereby consents to the registration of the Covenants and Easements Agreement and the rights, licenses and easements granted thereby.
2. HSBC hereby covenants and agrees that the Covenants and Easements Agreement and the rights, licenses, easements, covenants and charges granted by the Covenants and Easements Agreement shall be binding upon its interests in and charges upon Lot A and Lot B under the HSBC Security, and that the Covenants and Easements Agreement and each of the rights, licenses, easements, covenants and charges granted thereby shall be an encumbrance upon Lot A and Lot B ranking in priority to each of the HSBC Security charges in the same manner and to the same effect as if the Covenants and Easements Agreement had been dated, executed and registered prior to the HSBC Security and prior to the advance of any monies pursuant to the HSBC Security.
3. This Indenture shall be binding on the successors and assigns of HSBC.

IN WITNESS WHEREOF HSBC has executed this priority agreement by causing its proper officers to sign the General Instrument.

**CONSENT AND PRIORITY 2**

WHEREAS BlueSky Properties (UD Lands) Inc. has entered into the attached Agreement (the “**Covenants and Easements Agreement**”) to which the City of Surrey is a party and under which BlueSky Properties (UD Lands) Inc. has granted certain rights, licenses and easements with respect to the lands therein and herein described as “Lot A” and “Lot B”;

AND WHEREAS Aviva Insurance Company of Canada (“**Aviva**”) is the holder of the following charges or interests encumbering Lot A and/or Lot B, all of which have been registered in the Land Title Office under the numbers respectively indicated:

Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817) (collectively called the “**Aviva Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

1. Aviva hereby consents to the registration of the Covenants and Easements Agreement and the rights, licenses and easements granted thereby.
2. Aviva hereby covenants and agrees that the Covenants and Easements Agreement and the rights, licenses, easements, covenants and charges granted by the Covenants and Easements Agreement shall be binding upon its interests in and charges upon Lot A and Lot B under the Aviva Security, and that the Covenants and Easements Agreement and each of the rights, licenses, easements, covenants and charges granted thereby shall be an encumbrance upon Lot A and Lot B ranking in priority to each of the Aviva Security charges in the same manner and to the same effect as if the Covenants and Easements Agreement had been dated, executed and registered prior to the Aviva Security and prior to the advance of any monies pursuant to the Aviva Security.
3. This Indenture shall be binding on the successors and assigns of Aviva.

IN WITNESS WHEREOF Aviva has executed this priority agreement by causing its proper officers to sign the General Instrument.



I, Anna Pogosjan, Barrister and Solicitor, of Bosa Properties Inc., 1201 - 838 West Hastings Street, Vancouver, B.C. declare that:

1. A Form C Easements, Section 219 Covenants and Priority Agreements were filed for registration in the New Westminster Land Title Office on June 30, 2023 under numbers CB728688-CB728699 (the "Charge").

2. I request that the Registrar permit that:

(a) Section 2.01(b)(ii) of the Charge be deleted and replaced with the following:

"(ii) Construct, operate, Maintain and Repair the Life Safety and Fire Protection Systems which are located on Lot A and designated for the use of or are used for the benefit of or are connected to Lot B;"

(c) the second paragraph under Section 2.05 of the Charge be deleted and replaced with the following:

"The Lot B Owner covenants and agrees with the Lot A Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 2.05."

(d) the opening paragraph of Section 3.01 of the Charge be deleted and replaced with the following:

"3.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot B, at all times and from time to time:"

(e) Section 3.01(b)(ii) of the Charge be deleted and replaced with the following:

"(ii) Construct, operate, Maintain and Repair the Life Safety and Fire Protection Systems which are located on Lot B and designated for the use of or are used for the benefit of or are connected to Lot A;"

(f) Section 3.02 of the Charge be deleted and replaced with the following:

"3.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot A Owner and its Users shall not have access to any part of Lot B except for those areas as are reasonably intended to be used for the uses for which the Lot B Easement is intended and those parts and features of Lot B (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas, elevators corridors, stairs and stairwells) which are designed, constructed, suitable and/or intended for use for pedestrian access to and egress from such areas."

(g) Section 3.07(a) of the Charge be deleted and replaced with the following:

"(a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot B Easement can be fully exercised as intended hereby and to ensure and permit the continued full and lawful use, function and operation of the Buildings, collectively, as a single building in accordance with the Code Consultant Report and the Building Code and to ensure that at all times the Buildings are kept, functional and operated as an integrated building and in good quality in all respects."

(h) the following sentence be added to the end of Section 3.08(a) of the Charge:

"For greater certainty, posting such notices in the elevator or lobby areas of the Lot A Building will be sufficient notice of such



interruption;”

(i) Section 5.05(c) of the Charge be deleted and replaced with the following:

“(c) failing a settlement of the Dispute pursuant to Section 5.05(b), the matter will referred to binding arbitration pursuant to Section 10.05 hereof.”

(j) Section 6.02 of the Charge be deleted and replaced with the following:

“6.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use Easement Areas on Lot B, the Lot A Owner covenants and agrees with the Lot B Owner to promptly and punctually pay to the Lot B Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot B Owner requires same, the Lot A Owner shall provide the Lot B Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.”

I make this Declaration and know it to be true based on personal information/reasonable belief.

Anna Pogosjan  
Barrister and Solicitor  
Bosa Properties Inc.  
1201 – 838 West Hastings Street  
Vancouver, B.C. V6C 0A6  
604.299.1363

**Electronic Signature**

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declarati on sets out the material facts accurately.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-07-13  
14:29:44 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

**EXHIBIT "Y"**

**REGISTERED ACCESS EASEMENT/NO BUILD COVENANT OVER PART OF LOT B**

[See Attached]



Land Title Act

**Charge**

General Instrument - Part 1

NEW WESTMINSTER LAND TITLE OFFICE

JUN 30 2023 16:31:22.003

**CB728676-CB728687**

## 1. Application

Document Fees: \$938.04

**Andrea Hang, Legal Administrative Assistant, BOSA  
PROPERTIES INC.  
1201 - 838 West Hastings Street  
Vancouver BC V6C 0A6  
6042991363**

UD Lands - Access Easement and Section 219 Covenants Agreement re: Lot A  
Egress onto Lot B

## 2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.01 - over portion shown outlined in bold on Plan EPP115036</b>
		<b>Dominant Lands: PID: 030-861-918 Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)</b>
<b>COVENANT</b>		<b>Section 4.01 - Section 219 Covenant</b>
		<b>Servient Lands: Lot B Plan EPP79101</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Covenant priority over Mortgage CA8092116 and Assignment of Rents CA8092117</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Covenant priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)</b>
<b>COVENANT</b>		<b>Section 4.02 - Section 219 Covenant</b>
		<b>Servient Lands: Lot A and Lot B, both of Plan EPP79101</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Covenant priority over Mortgage CA8092116 and Assignment of Rents CA8092117</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Covenant priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)</b>
<b>COVENANT</b>		<b>Section 4.03 - Section 219 Covenant</b>
		<b>Servient Lands: Lot A and Lot B, both of Plan EPP79101</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the above Covenant priority over Mortgage CA8092116 and Assignment of Rents CA8092117</b>



**PRIORITY AGREEMENT**

**Granting the above Covenant priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)**

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328, AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101**

**HSBC BANK CANADA, AS TO PRIORITY**

**AVIVA INSURANCE COMPANY OF CANADA, AS TO PRIORITY**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
--	-----------

<b>CITY OF SURREY</b> 13450 - 104 AVENUE SURREY BC V3T 1V8
--

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1 100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
**2023-04-21**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1 100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
**2023-04-21**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
as Transferee  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
**2023-05-29**

**CITY OF SURREY**  
By their Authorized Signatory

\_\_\_\_\_  
**Shyal Prasad**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
13450 - 104th Avenue  
Surrey BC V3T 1V8

\_\_\_\_\_  
**Print Name: JENNIFER FICOCELLI**  
**City Clerk**

Expiry Date 31/12/2025

as to the signature of the City Clerk

\_\_\_\_\_  
**Print Name: Ron Gill, Manager Area**  
**Planning & Development N Division**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
**2023-04-27**

**HSBC BANK CANADA**  
By their Authorized Signatory

\_\_\_\_\_  
**LERONG JIANG**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
885 West Georgia Street,  
Vancouver BC V6C 3G1

\_\_\_\_\_  
**Print Name: VANESSA LEE Director**  
**Commercial Real Estate**

Commission Expires: November 30, 2025

\_\_\_\_\_  
**Print Name: Wendy Man Region**  
**Ops Mgr**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.





Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**2023-04-20**

**AVIVA INSURANCE COMPANY OF CANADA**

By their Authorized Signatory

\_\_\_\_\_  
**RUSSELL JAMES KIRK**  
**Commissioner for Taking Affidavits**  
**for British Columbia**

520 - 1130 West Pender Street,  
Vancouver BC V6E 4A4

604-299-9828

My Commission expires December 31,  
2024

\_\_\_\_\_  
**Print Name: Tom Reeves Aviva**  
**Insurance Company of Canada**

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41 (4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-06-30  
15:12:33 -07:00

**TERMS OF INSTRUMENT – PART 2**

**ACCESS EASEMENT AND SECTION 219 COVENANTS AGREEMENT  
RE: LOT A EGRESS ONTO LOT B**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2023.

AMONG:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Lot A Owner**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(the “**Lot B Owner**, and together with the Lot A Owner, the “**Owners**”, and each, an “**Owner**”)

AND:

**CITY OF SURREY**, 13450 - 104 Avenue, Surrey, British Columbia, V3T 1V8

(the “**City**”)

WHEREAS:

- A. The Lot A Owner is the registered owner in fee simple of the lands and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-918

Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot A**”);

- B. The Lot B Owner is the registered owner in fee simple of all and singular those certain parcels or tracts of land and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-926

Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot B**”);

- C. The Lot A Owner intends to construct the Lot A Building on Lot A, all as herein defined;

- D. The Lot B Owner intends to develop the Lot B Building on Lot B, all as herein defined;
- E. The Lot B Owner wishes to grant certain rights and easements to the Lot A Owner, including for the provision of unobstructed exiting from Lot A through the Easement/No Build Area (as herein defined);
- F. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple;
- G. Section 219 of the *Land Title Act* states that a covenant in favour of a municipality may be registered as a charge against the title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and
- H. The Lot A Owner and the Lot B Owner have agreed to register covenants pursuant to Section 219 of the *Land Title Act* in favour of the City to address certain matters contemplated in this Agreement, including to address certain spatial separation issues in the Building Code arising between the Lot A Building on Lot A and the Lot B Building on Lot B.

NOW THEREFORE in consideration of the premises and the sum of Ten (\$10.00) Dollars paid by each of the parties hereto to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and will not be denied, the parties hereto agree as follows:

## 1.00 Interpretation

### 1.01 Definitions

The parties agree that in this Agreement, the following terms have the meaning ascribed to them unless the context otherwise requires:

- (a) **“Agreement”** means this agreement, including its recitals and schedules, all as may be amended in writing from time to time;
- (b) **“Building Code”** means the 2012 BC Building Code;
- (c) **“Construct”** means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, repair, remove or renew and all activities or other work incidental or related thereto and **“Constructing”** and **“Construction”** have a corresponding meaning;
- (d) **“Damaged Improvements”** has the meaning ascribed thereto in Section 5.01;
- (e) **“Easement/No Build Area”** means that portion of Lot B (as determined by the Code Consultant) which is shown outlined in bold on Explanatory Plan EPP115036, a copy of which is attached to this Agreement as Schedule A;
- (f) **“Inspect”** means to inspect, test or examine any Parcel from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to such Parcel, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of such other Parcel, and **“Inspection”** and **“Inspecting”** have corresponding meanings;

- (g) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and replaced from time to time;
- (h) **“Land Title Office”** means the New Westminster Land Title Office;
- (i) **“Lot A”** means those certain lands situate in the City of Surrey upon which the Lot A Building will be constructed and legally described in Recital A;
- (j) **“Lot A Building”** means the 28 storey residential concrete highrise building with ground floor townhouses containing 322 residential strata lots and common property, all to be constructed on Lot A;
- (k) **“Lot A Owner”** means the registered owner from time to time of Lot A and any Parcel into which Lot A is subdivided, and its successors and assigns and includes, where the context requires, the Lot A Strata Corporation or the owner of the Lot A Strata Lots;
- (l) **“Lot B”** means those certain lands situate in the City of Surrey upon which the Lot B Building will be constructed and legally described in Recital B;
- (m) **“Lot B Building”** means the 38 storey concrete highrise building with ground floor townhouses containing 431 residential strata lots and common property, and a commercial component, including the Easement/No Build Area, all of which may be constructed on Lot B;
- (n) **“Lot B Easement”** means the easement granted by the Lot B Owner to the Lot A Owner pursuant to Section 2.01 hereof;
- (o) **“Lot B Owner”** means the registered owner from time to time of Lot B and any Parcel into which Lot B is subdivided, and its successors and assigns and includes, where the context requires, the Lot B Strata Corporation or the owner of the Lot B Strata Lots;
- (p) **“Maintain”** means to keep in a good and proper state of repair, normal wear and tear excepted, and in a clean and safe condition including, without limiting the generality of the foregoing, cleaning, pressure washing, painting and resurfacing, as would a prudent owner from time to time, and **“Maintenance”** and **“Maintaining”** have corresponding meanings;
- (q) **“Parcel”** means individually Lot A, Lot B and any Strata Lot or any parcel into which any of the foregoing are subdivided into, and **“Parcels”** means two or more of them as them as the context requires;
- (r) **“Repair”** means:
- (i) to remedy any defect and to repair any damage to any part of a Parcel; or
  - (ii) to take any action reasonably necessary to remedy any failure of a Parcel owner to provide another Parcel owner’s easements and rights, as granted hereunder,
- and **“Repairing”** has a corresponding meaning;

- (s) **“Strata Corporation”** means the strata corporation created with respect to Lot A or Lot B, as the case may be, by deposit of the Strata Plan;
- (t) **“Strata Lot Owners”** means, from time to time, the registered owners of Strata Lots and **“Strata Lot Owner”** means any one of them;
- (u) **“Strata Lots”** means the strata lots created upon deposit of the Strata Plan which subdivides Lot A or Lot B into Strata Lots and common property in accordance with the provisions of the *Strata Property Act* and **“Strata Lot”** means any one of such Strata Lots;
- (v) **“Strata Plan”** means the strata plan subdividing Lot A or Lot B, as the case may be, into Strata Lots and common property in accordance with the provisions of the *Strata Property Act*;
- (w) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, c. 43 and amendments thereto and re-enactments thereof; and
- (x) **“Users”** means the owners, tenants and occupants including, without limitation, any strata unit owners, from time to time of all or any part of a Parcel and their respective employees, servants, workers, agents, officers, contractors, consultants, licensees and invitees whether their authorization to access is implied or expressed unless any of such employees, servants, agents, officers, contractors, licensees or invitees are expressly not authorized.

1.02 Interpretation. Whenever the singular or the masculine or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows.

1.03 Headings. The inclusion of headings and clause titles is for convenience only and shall not affect the construction or interpretation of this Agreement;

1.04 Reference to Enactments. Reference in this Agreement to any enactment, including laws of the City, is a reference to that enactment as amended, revised, consolidated or replaced.

1.05 Schedules. The following schedules are attached and form part of this Agreement:

Schedule A –Plan of Easement/No Build Area

## 2.00 **Lot B Easement**

2.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot A, at all times and from time to time:

- (a) Pedestrian Exiting. To enter, go, pass and re-pass at any time, including without limitation, in an emergency or a scheduled emergency practice drill, on foot or by wheelchair or other similar aids for physically challenged persons, in, over, upon and through the Easement/No

Build Area for the purpose of obtaining unobstructed pedestrian access to and egress from Lot A and the Lot A Building; and

- (b) Generally. To do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in Section 2.01(a).

The Lot A Owner's and its successors' and assigns' use of the Easement/No Build Area shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

- 2.02 Benefit and Burden. The Lot B Easement will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.
- 2.03 Enjoyment of Easement. The Lot A Owner shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot B Owner, as owner of Lot B, or any person, firm or corporation claiming by, through, under or in trust for the Lot B Owner, as owner of Lot B.
- 2.04 No Interference or Alteration of Easement/No Build Area by Lot B Owner. Subject to the provisions of Section 2.06(a), the Lot B Owner will not interfere with the use of the Easement/No Build Area as herein contemplated and the rights herein granted and will not alter any portion of the Easement/No Build Area, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent may be unreasonably withheld, conditioned or delayed, provided the City's consent is granted, which consent may be unreasonably withheld.
- 2.05 Covenants – The Lot B Owner. The Lot B Owner hereby covenants and agrees with the Lot A Owner that:
- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement/No Build Area in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot B Easement can be fully exercised as intended hereby. If the Lot B Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out herein and such failure interferes in a material way with the Lot B Easement, the Lot A Owner, upon giving the Lot B Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor; and
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement/No Build Area to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
- (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;
- (ii) prohibit the insurer from exercising any right of subrogation against any named insured;

- (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.05 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.05.

2.06 Reservations and Limitations. Notwithstanding the grant of the Lot B Easement, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner of the Easement/No Build Area if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement/No Build Area as may be required by the Lot B Owner or as the Lot B Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and does not affect access to exits in the Lot A Building or that are designated for the use of or are used for the benefit of or are connected to Lot A, and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required);
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement/No Build Area as it may reasonably require or deem expedient; and
- (c) Limitations. The Lot A Owner and its Users in exercising the Lot B Easement shall at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them.

2.07 Covenants – Lot A Owner. The Lot A Owner hereby covenants and agrees with the Lot B Owner, that the Lot A Owner and its Users will, in exercising its rights to use the Easement/No Build Area, use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot B by the Lot B Owner and to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by the Lot A Owner or its Users of the Easement/No Build Area.

### 3.00 **Subdivision**

3.01 Subdivision.

- (a) Subject to Section 3.01(b), if any Parcel is subdivided, including by way of Strata Plan, then the rights, covenants, easements and charges granted hereunder will continue to run

with and bind each subdivided Parcel of which any part of any the Easement/No Build Area or charged property forms a part.

- (b) Notwithstanding Section 3.01(a), upon subdivision of a Parcel by a Strata Plan:
  - (i) the Section 219 Covenant created pursuant to Section 4.01 shall be registered against title to the Lot B Strata Lots; and
  - (ii) the Section 219 Covenants created pursuant to Sections 4.02 and 4.03 shall be registered against title to all Strata Lots.
  
- (c) Upon subdivision of a Parcel by a Strata Plan:
  - (i) the Strata Corporation so created shall:
    - (A) perform and observe the parent Owner's covenants herein at the expense of the Strata Corporation and of the Strata Lot owners;
    - (B) in respect of Lot A, perform and observe the Lot A Owner's covenants and obligations pursuant to the provisions of this Agreement;
    - (C) in respect of Lot B, perform and observe the Lot B Owner's covenants and obligations pursuant to this Agreement;
    - (D) enter into an assumption agreement with the other Owner and the City in a form satisfactory to the other Owner and the City, to assume all of the ongoing obligations hereunder and benefit from all of the rights as provided herein;
    - (E) take into consideration the content of this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation applicable to Strata Lot owners, and shall cause the Strata Lot owners to comply with the obligations, restrictions and limitations as provided herein;
    - (F) be responsible for any breach arising from any action or omission of any and all of the Strata Lot owners of the obligations, restrictions and limitations as provided herein; and
    - (G) be entitled to give all permissions and consents permitted to be given by the Strata Lot owners; and
  - (ii) the liability of each Strata Lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, shall be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Property Act*.

3.02 Acceptance by Strata Corporation. Notwithstanding anything to the contrary provided in this Agreement, in the event of a subdivision of Lot B or Lot A, or any of them by the deposit in the



Land Title Office of a Strata Plan in accordance with the *Strata Property Act*, the easements and Section 219 covenants herein granted shall be accepted on behalf of the Strata Lot owners by the Strata Corporation created thereby and shall be administered, enforced, modified, or released by the Strata Corporation only and, in particular, without limiting the generality of the foregoing, the Strata Corporation shall make all payments required to be made hereunder and shall receive all payments to be paid hereunder and for obtaining the insurance policies required hereunder.

#### 4.00 Section 219 Covenants

- 4.01 Section 219 Covenant re: Easement/No Build Area. Pursuant to Section 219 of the *Land Title Act*, the Lot B Owner covenants and agrees with the City as a covenant charging and running with and binding Lot B that the Lot B Owner will not construct or cause to be constructed any buildings or structures upon or within the Easement/No Build Area, other than the structures and improvements comprising part of the underground parkade on Lot B which may include, without limitation, as applicable, exterior stairs/ramps on Lot B and related vehicle and/or pedestrian access routes.
- 4.02 Section 219 Covenant re: Spatial Separation. Pursuant to Section 219 of the *Land Title Act*, each of the Owners covenants and agrees with the City as a covenant charging and running with and binding each of Lot A and Lot B respectively that the Easement/No Build Area is required for spatial separation between the Lot A Building and Lot B required by the Building Code.
- 4.03 Section 219 Covenant re: Termination and Modification. Pursuant to Section 219 of the *Land Title Act*, each of the Owners covenants and agrees with the City as a covenant charging and running with and binding each of Lot A and Lot B respectively that:
- (a) Under no circumstances whatsoever will the Lot B Easement be interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of the Lot B Owner or those claiming by, through or under the Lot B Owner or for any reason whatsoever, and Lot A Owner shall refrain from seeking any judgement, order or declaration to that effect. Nothing contained herein shall prevent the Lot A Owner (or a Strata Corporation if Lot A has been subdivided by Strata Plan) from applying to enjoin or restrain any wrongful action or from seeking damages therefor, and
  - (b) The Owners covenant each with the other and with the City that the easements and rights granted pursuant to this Agreement will not be modified, abandoned, surrendered, released or discharged without the prior written consent of the City.
- 4.04 Damages not an adequate remedy. Each of the Owners agree that damages will not be an adequate remedy for the City for any breach by any Owner of its respective obligations under this Agreement and that the City is entitled to an order for specific performance or a prohibitory or mandatory injunction as a remedy for any such breach.
- 4.05 Payment of costs. The Owners each agree that in any proceeding relating to this Agreement, the City is entitled to its costs on a solicitor and its own client basis.
- 4.06 Acknowledgement of each Owner. Each Owner hereby acknowledges, agrees and declares that the provisions of this Section 4.00 are for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that the provisions of this Section 4.00 are not designed to protect or promote the interests of any Owner, its Users or any future owner, occupier or user of any Parcel

or any other person or corporation whatsoever, and the City may at its option execute an amendment to, or a release of, any of the provisions of this Section 4.00 or any part thereof at any time without liability to anyone for so doing.

## 5.00 **Damage and Destruction**

- 5.01 Lot B Owner's obligation to rebuild if not Major Damage. In the event that the Easement/No Build Area shall at any time be defective or damaged (the "**Damaged Improvements**") such that the Lot B Easement is diminished in a material way or is likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, then after receipt from the Lot A Owner of a written notice to Construct and Repair pursuant to this Section 5.00 (which notice refers to and contains a copy of this Section 5.00), the Lot B Owner shall, within a reasonable period of time Construct, Repair and make the Damaged Improvements fit for the purpose of such easements.
- 5.02 Owner's obligation to rebuild and Repair if Major Damage. In the event that the Damaged Improvements are destroyed or damaged to such extent that Major Damage has occurred, the Lot B Owner shall rebuild or Repair the Damaged Improvements, subject to the receipt of insurance proceeds, or should insurance proceeds be insufficient, the agreement of the respective owners to contribute sufficient funds to complete the restoration and subject to the *Strata Property Act* to the extent applicable, and any requirements of the City. If the Lot B Owner is prevented from rebuilding or Repairing the Damaged Improvements because of the *Strata Property Act*, or requirements of the City, such Owner shall demolish and completely remove the Damaged Improvements and debris from the Easement/No Build Area and restore the Easement/No Build Area to a neat and safe condition in a good and workmanlike manner.
- 5.03 Failure to Rebuild or Repair. If the Lot B Owner fails to fulfill its obligations as set out in Sections 5.01 or 5.02, then the Lot A Owner, upon giving the Lot B Owner not less than 15 days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform the failed obligations and shall be entitled to be reimbursed as provided herein.
- 5.04 Costs and Expenses. The cost and expense of any work conducted by the Lot B Owner under Sections 5.01 and 5.02 hereof shall be shared by the Owners proportionally based on the respective total unit entitlement of each of the Lot A Strata Corporation and the Lot B Strata Corporation, after taking into account any net insurance proceeds received in connection with such loss or damage.

## 6.00 **Miscellaneous**

- 6.01 Runs with the Lands. Once Lot A and Lot B are subdivided, the easements herein granted will continue to run with and bind each subdivided parcel.
- 6.02 Cessation of Obligations. The covenants of each Owner contained herein will be personal and binding upon that Owner only during its ownership of Lot A or Lot B or any interest therein or in any parcel into which it may be subdivided, as the case may be, but the said lands will nevertheless remain at all times charged herewith to the intent that upon the transfer of any interest in any of Lot A or Lot B or any interest in any parcel into which same may be subdivided by an Owner, that Owner will be freed, released and discharged from the observance and performance thereafter of the covenants on its part in respect of the lands and its part to be observed and performed.

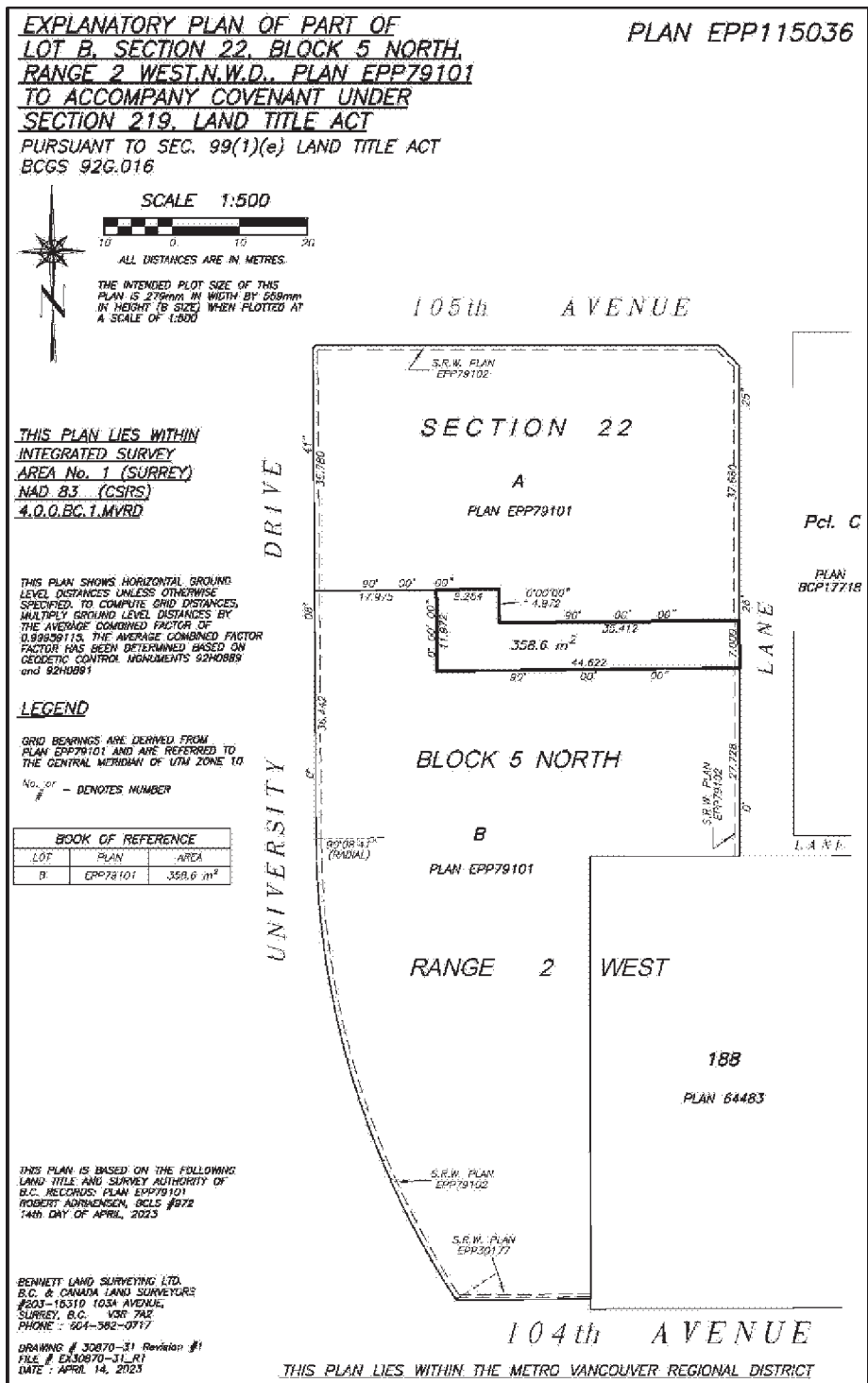
- 6.03 Reasonableness. The Owners will, at all times, be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.
- 6.04 Rights of Owner Preserved. Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent the owner of a servient tenement from using the easement areas granted by them hereunder in any manner which does not materially and adversely interfere with, injure or impair the exercise by the owner of the dominant tenement of such easement of its rights hereunder.
- 6.05 Arbitration. In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision, the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 6.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.
- 6.06 Waiver. Waiver by any party of any default hereunder by another party will not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.
- 6.07 Notice
- (a) Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing and will be delivered, telecopied or electronically mailed or sent by postage prepaid mail and addressed, to the intended recipient. The time of receiving any such demand or notice will be deemed to be:
- (i) the day and time of delivery of transmittal (by telecopier or electronic mail), if delivered or sent by telecopier or electronic mail by 4:30 p.m. on a business day (excluding Saturdays Sundays and statutory holidays) to the place of the intended recipient;
- (ii) by 8:00 a.m. the next business day following the date of such delivery or transmittal (excluding Saturdays Sundays and statutory holidays) if delivered or transmitted by telecopier or electronic mail) after 4:30 p.m. on a business day (excluding Saturdays, Sundays and statutory holidays) to the place of the intended recipient;
- (b) On the fourth day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice will not be effective if sent by mail until it is actually received by the intended recipient.

- 6.08 Governing Law. This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.
- 6.09 Further Assurances. The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.
- 6.10 Entire Agreement. This is the entire agreement between the parties concerning the subject matter of this Agreement.
- 6.11 Time Is Of Essence. Time will be of the essence of this Agreement.
- 6.12 Severability. Should any portion of this Agreement be declared or held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, then such portion will be deemed to have been severed from this Agreement and the invalidity or unenforceability thereof will not affect or render unenforceable or invalid any other provisions of this Agreement, and the rest of this Agreement shall remain in force unamended.
- 6.13 No Derogation. Nothing contained or implied herein will prejudice or affect the City's rights, powers, duties and obligations in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or the *Local Government Act* (British Columbia) and the rights, powers, duties and obligations of the City under all of its public and private statutes, bylaws and regulations, all of which may be as fully and effectively exercised in relation to the Parcels as if this Agreement had not been executed and delivered by the parties hereto.
- 6.14 No Limitation. This Agreement does not:
- (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act* (British Columbia) on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Parcels;
  - (b) affect or limit any enactment relating to the use or subdivision of the Parcels; or
  - (c) relieve the Owners from complying with any enactment, including in relation to the use or subdivision of the Parcels.

IN WITNESS WHEREOF the parties have executed the Form C attached hereto and forming part hereof on the dates set out thereon.

SCHEDULE A

PLAN OF EASEMENT/NO BUILD AREA



**CONSENT AND PRIORITY 1**

WHEREAS BlueSky Properties (UD Lands) Inc. has entered into the attached Agreement (the “**Covenants and Easement Agreement**”) to which the City of Surrey is a party and under which BlueSky Properties (UD Lands) Inc. has granted certain rights, licenses and easements with respect to the lands therein and herein described as “Lot A” and “Lot B”;

AND WHEREAS HSBC Bank Canada (“**HSBC**”) is the holder of the following charges or interests encumbering Lot A and/or Lot B, all of which have been registered in the Land Title Office under the numbers respectively indicated:

Mortgage CA8092116 and Assignment of Rents CA8092117 (together called the “**HSBC Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

1. HSBC hereby consents to the registration of the Covenants and Easement Agreement and the rights, licenses, easements covenants and charges granted thereby.
2. HSBC hereby covenants and agrees that the Covenants and Easement Agreement and the rights, licenses, easements, covenants and charges granted by the Covenants and Easement Agreement shall be binding upon its interests in and charges upon Lot A and Lot B under the HSBC Security, and that the Covenants and Easement Agreement and each of the rights, licenses, easements, covenants and charges granted thereby shall be an encumbrance upon Lot A and Lot B ranking in priority to each of the HSBC Security charges in the same manner and to the same effect as if the Covenants and Easement Agreement had been dated, executed and registered prior to the HSBC Security and prior to the advance of any monies pursuant to the HSBC Security.
3. This Indenture shall be binding on the successors and assigns of HSBC.

IN WITNESS WHEREOF HSBC has executed this priority agreement by causing its proper officers to sign the General Instrument.

**CONSENT AND PRIORITY 2**

WHEREAS BlueSky Properties (UD Lands) Inc. has entered into the attached Agreement (the “**Covenants and Easement Agreement**”) to which the City of Surrey is a party and under which BlueSky Properties (UD Lands) Inc. has granted certain rights, licenses and easements with respect to the lands therein and herein described as “Lot A” and “Lot B”;

AND WHEREAS Aviva Insurance Company of Canada (“**Aviva**”) is the holder of the following charges or interests encumbering Lot A and/or Lot B, all of which have been registered in the Land Title Office under the numbers respectively indicated:

Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817) (collectively called the “**Aviva Security**”);

NOW THEREFORE THIS INDENTURE WITNESSES that:

1. Aviva hereby consents to the registration of the Covenants and Easement Agreement and the rights, licenses, easements, covenants and charges granted thereby.
2. Aviva hereby covenants and agrees that the Covenants and Easement Agreement and the rights, licenses, easements, covenants and charges granted by the Covenants and Easement Agreement shall be binding upon its interests in and charges upon Lot A and Lot B under the Aviva Security, and that the Covenants and Easement Agreement and each of the rights, licenses, easements, covenants and charges granted thereby shall be an encumbrance upon Lot A and Lot B ranking in priority to each of the Aviva Security charges in the same manner and to the same effect as if the Covenants and Easement Agreement had been dated, executed and registered prior to the Aviva Security and prior to the advance of any monies pursuant to the Aviva Security.
3. This Indenture shall be binding on the successors and assigns of Aviva.

IN WITNESS WHEREOF Aviva has executed this priority agreement by causing its proper officers to sign the General Instrument.

I, Anna Pogosjan, Barrister and Solicitor, of Bosa Properties Inc., 1201 - 838 West Hastings Street, Vancouver, B.C. declare that:

1. A Form C Easement, Section 219 Covenants and Priority Agreements were filed for registration in the New Westminster Land Title Office on June 30, 2023 under numbers CB728676-CB728687 (the "Charge").

2. I request that the Registrar permit that:

(a) the additional information for the first Section 219 Covenant in item 3 Nature of Interest on the Form C of the Charge be deleted and replaced with the following:

"Section 4.01 – Section 219 Covenant – over portion shown outlined in bold on Plan EPP115036  
Servient Lands: Lot B Plan EPP79101"

(b) the opening paragraph of Section 2.01 of the Charge be deleted and replaced with the following:

"2.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through the Easement/No Build Area in common with the Lot B Owner and its successors, as owner of Lot A, at all times and from time to time."

(c) Section 2.07 of the Charge be deleted and replaced with the following:

"2.07 Covenants – Lot A Owner. The Lot A Owner hereby covenants and agrees with the Lot B Owner that the Lot A Owner and its Users will, in exercising the rights to use the Easement/No Build Area, use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot B by the Lot B Owner to minimize the nuisance and inconvenience to the occupants of the Lot B Building arising out of any use by the Lot A Owner or its Users of the Easement/No Build Area."

(d) Section 4.03(a) of the Charge be deleted and replaced with the following:

"(a) Under no circumstances whatsoever will the Lot B Easement be interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of the Lot A Owner or those claiming by, through or under the Lot A Owner or for any reason whatsoever, and the Lot B Owner shall refrain from seeking any judgment, order or declaration to that effect. Nothing contained herein shall prevent the Lot B Owner (or a Strata Corporation if Lot B has been subdivided by Strata Plan) from applying to enjoin or restrain any wrongful action or from seeking damages therefor, and"

I make this Declaration and know it to be true based on personal information/reasonable belief.

Anna Pogosjan  
Barrister and Solicitor  
Bosa Properties Inc.  
1201 – 838 West Hastings Street  
Vancouver, B.C. V6C 0A6  
604.299.1363



**Electronic Signature**

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-07-13  
14:29:00 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

**EXHIBIT "Z"**

**REGISTERED EASEMENT FOR PARKING FACILITY COMMON WALL**

[See Attached]



1. Application

Document Fees: \$156.34

**Christy Jordaan, Paralegal, BOSA PROPERTIES INC.**  
**1201 - 838 West Hastings Street**  
**Vancouver BC V6C 0A6**  
**604.299.1363**

UD North and UD South | Form C Reciprocal Easement re Wall in Parkade

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.01 - Over that portion of PID 030-861-918 Lot A Plan EPP79101 shown outlined in heavy black line on Plan EPP115037</b> <b>Dominant Lands: PID 030-861-926 Lot B Plan EPP115037</b>
<b>EASEMENT</b>		<b>Section 3.01 - Over that portion of PID 030-861-926 Lot B Plan EPP115037 shown outlined in heavy black line on Plan EPP115037</b> <b>Dominant Lands: PID 030-861-918 Lot A Plan EPP79101</b>

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328, AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101	

7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-07-07**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**

As Registered Owner of Lot A Plan  
EPP79101  
By their Authorized Signatory

TEL: 604.299.1363  
Commission Expires: March 31, 2026

\_\_\_\_\_  
**COLIN BOSA**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD

**2023-07-07**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**

As Registered Owner of Lot B Plan  
EPP79101

By their Authorized Signatory

TEL: 604.299.1363  
Commission Expires: March 31, 2026

\_\_\_\_\_  
**COLIN BOSA**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-07-07  
21:00:43 -07:00

**TERMS OF INSTRUMENT – PART 2**

**RECIPROCAL EASEMENT  
RE: COMMON PARKADE WALL**

THIS AGREEMENT dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

AMONG:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(in its capacity as the registered owner of Lot A, the “**Lot A Owner**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(in its capacity as the registered owner of Lot B, the “**Lot B Owner**”, and together with the Lot A Owner, the “**Owners**”, and each, an “**Owner**”)

WHEREAS:

- A. The Lot A Owner is the registered owner in fee simple of the lands and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot A**”);

- B. The Lot B Owner is the registered owner in fee simple of all and singular those certain parcels or tracts of land and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot B**”);

- C. The Lot A Owner intends to construct the Lot A Building on Lot A, all as herein defined;
- D. The Lot B Owner intends to develop the Lot B Building on Lot B, all as herein defined;
- E. The Lot A Owner, the Lot B Owner and the City have entered into an easement and section 219 covenant agreement (the “**Reciprocal Easement re Shared Building Systems**”), deposited for registration in the Land Title Office under registration numbers CB728688-CB728699, for the

purpose of the operation of the Lot A Building and the Lot B Building as a single integrated development (the “**Development**”) with a shared parking structure and certain building systems shared between the Lot A Building and the Lot B Building, including, among other things, shared Support Structures (as such term is defined in the Reciprocal Easement re Shared Building Systems);

- F. The Lot A Owner wishes to grant certain further rights and easements to the Lot B Owner;
- G. The Lot B Owner wishes to grant certain further rights and easements to the Lot A Owner; and
- H. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple.

NOW THEREFORE in consideration of the premises and the sum of Ten (\$10.00) Dollars paid by each of the parties hereto to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and will not be denied, the parties hereto agree as follows:

## 1.00 Interpretation

### 1.01 Definitions

The parties agree that in this Agreement, the following terms have the meaning ascribed to them unless the context otherwise requires:

- (a) “**Agreement**” means this agreement, including its recitals and schedules, all as may be amended in writing from time to time;
- (b) “**Annual Actual Lot A Easement Area Costs Statement**” has the meaning ascribed thereto in Section 5.03;
- (c) “**Annual Actual Lot B Easement Area Costs Statement**” has the meaning ascribed thereto in Section 6.03;
- (d) “**Annual Estimated Lot A Easement Area Costs Budget**” means the annual operating costs budget prepared by the Lot A Owner for the Easement Area on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (e) “**Annual Estimated Lot B Easement Area Costs Budget**” means the annual operating costs budget prepared by the Lot B Owner for the Easement Area on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (f) “**Buildings**” means the Lot A Building and the Lot B Building;
- (g) “**Commercial Air Space Parcels**” means one or more air space parcels containing the Commercial Component, to be created upon the registration of an air space subdivision plan subdividing Lot B;
- (h) “**Commercial Component**” means approximately 2,300 square feet (213.677 square metres) of ground floor commercial/retail premises, together with common property, for potential retail, commercial and/or office use, which will be

constructed on Lot B and registered in the Land Title Office as the Commercial Air Space Parcels;

- (i) **“Common Parkade Wall”** means the wall in the shared underground parkade which is owned jointly by the Owners and which separates the Lot A Building and the Lot B Building from each other and is located within the Easement Area;
- (j) **“Construct”** means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, repair, remove or renew and all activities or other work incidental or related thereto and **“Constructing”**, **“Construction”** and **“Constructed”** have a corresponding meaning;
- (k) **“Damaged Improvements”** has the meaning ascribed thereto in Section 8.01;
- (l) **“Development”** has the meaning ascribed thereto in Recital E;
- (m) **“Easement Area”** means each such portion of Lot A and Lot B containing the Common Parkade Wall as shown outlined in heavy black line on the Easement Area Plan;
- (n) **“Easement Area on Lot A”** means that portion of the Easement Area located within Lot A;
- (o) **“Easement Area on Lot B”** means that portion of the Easement Area located within Lot B;
- (p) **“Easement Area Plan”** means the Explanatory Plan prepared by Rob Adriaensen, B.C.L.S. of Bennett Land Surveying Ltd. and deposited in the New Westminster Land Title Office under Plan EPP115037, a copy of which is attached hereto as Schedule B;
- (q) **“Inspect”** means to inspect, test or examine any Parcel from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to such Parcel, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of such other Parcel, and **“Inspect”**, **“Inspected”** and **“Inspecting”** have corresponding meanings;
- (r) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and replaced from time to time;
- (s) **“Land Title Office”** means the New Westminster Land Title Office;
- (t) **“Lands”** means, together, Lot A and Lot B;
- (u) **“Lot A”** means those certain lands situate in the City of Surrey upon which the Lot A Building will be constructed and legally described in Recital A;

- (v) **“Lot A Building”** means the 28 storey residential concrete highrise building with ground floor townhouses containing 322 residential strata lots and common property including the Easement Area on Lot A, all as constructed on Lot A;
- (w) **“Lot A Easement”** means the easement granted by the Lot A Owner to the Lot B Owner to use the Easement Area on Lot A pursuant to Section 2.01 hereof;
- (x) **“Lot A Easement Area Costs”** means the aggregate, without duplication, of all costs incurred by the Lot A Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Area on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (y) **“Lot A Owner”** means the registered owner from time to time of Lot A and any Parcel into which Lot A is subdivided, and its successors and assigns and includes, where the context requires, the Lot A Strata Corporation or the owner of the Lot A Strata Lots;
- (z) **“Lot B”** means those certain lands situate in the City of Surrey upon which the Lot B Building will be constructed and legally described in Recital B;
- (aa) **“Lot B Building”** means the 38 storey concrete highrise building with ground floor townhouses containing 431 residential strata lots and common property, and the Commercial Component, including the Easement Area on Lot B, all as constructed on Lot B;
- (bb) **“Lot B Easement”** means the easement granted by the Lot B Owner to the Lot A Owner to use the Easement Area on Lot B pursuant to Section 3.01 hereof;
- (cc) **“Lot B Easement Area Costs”** means the aggregate, without duplication, of all costs incurred by the Lot B Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Area on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (dd) **“Lot B Owner”** means the registered owner from time to time of Lot B and any Parcel into which Lot B is subdivided, and its successors and assigns and includes, where the context requires, the Lot B Strata Corporation or the owner of the Lot B Strata Lots;
- (ee) **“Maintain”** means to keep in a good and proper state of repair, normal wear and tear excepted, and in a clean and safe condition including, without limiting the generality of the foregoing, cleaning, pressure washing, painting and resurfacing, as would a prudent owner from time to time, and **“Maintenance”**, **“Maintained”** and **“Maintaining”** have corresponding meanings;
- (ff) **“Major Damage”** in respect of a Parcel occurs when:
  - (i) the Damaged Improvements on such Parcel are damaged or destroyed to the extent that the benefit and use of the easements granted herein to the



Other Owner are diminished or are likely to be diminished in a material way and based on the opinion of a certified professional chosen by the Owner of the Parcel containing the Damaged Improvements, such damage or destruction cannot reasonably be Repaired or renewed within 90 days after the date such damage or destruction occurred;

- (ii) the Damaged Improvements on such Parcel are condemned; or
- (iii) the insurers for the Owner of the Parcel containing the Damaged Improvements, pursuant to policies of insurance maintained in accordance with this Agreement, elect to treat the Damaged Improvements as a total loss,

provided that the determination of the extent of damage or destruction as provided in this Agreement shall be made by a certified professional chosen by the Lot A Owner;

- (gg) **“Other Owner”** means, vis à vis any Owner, as an owner of a Parcel, the Owner of the Other Parcel;
- (hh) **“Other Parcel”** means, vis à vis any Parcel, the other Parcel;
- (ii) **“Parcel”** means individually Lot A, Lot B and any Strata Lot or any parcel into which any of the foregoing are subdivided into, and **“Parcels”** means two or more of them as them as the context requires;
- (jj) **“Prime Rate”** means the annual rate of interest announced from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, or such other bank as selected by the Lot B Owner from time to time, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;
- (kk) **“Proportionate Share”** means in respect of the Lot A Strata Corporation and the Lot B Strata Corporation, the contribution required to be made by them pursuant to Section 5.00 towards payment of the Lot A Easement Area Costs and pursuant to Section 6.00 towards payment of the Lot B Easement Area Costs which, in each case, will be the percentage of such costs derived from the following ratios:

(A) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan); and

(B) For the Lot B Strata Corporation

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan),

provided that upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the respective Proportionate Share for each of the Lot A Strata Corporation, the Lot B Strata Corporation and the Owner of the Commercial Component shall be derived from the following ratios:

(C) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component ); and

(D) For the Lot B Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component); and

(E) For the Owner of the Commercial Component:

Area in Square Metres of the Commercial Component ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component);

(ll) **“Reciprocal Easement re Shared Building Systems”** has the meaning ascribed thereto in Recital E;

(mm) **“Repair”** means:

- (i) to remedy any defect and to repair any damage to any part of a Parcel; or
- (ii) to take any action reasonably necessary to remedy any failure of a Parcel owner to provide another Parcel owner’s easements and rights, as granted hereunder,

and **“Repaired”** and **“Repairing”** have corresponding meanings;

(nn) **“Strata Corporation”** means the strata corporation created with respect to Lot A or Lot B, as the case may be, by deposit of the Strata Plan;

(oo) **“Strata Lot Owners”** means, from time to time, the registered owners of Strata Lots and **“Strata Lot Owner”** means any one of them;

(pp) **“Strata Lots”** means the strata lots created upon deposit of the Strata Plan which subdivides Lot A or Lot B into Strata Lots and common property in accordance with the provisions of the *Strata Property Act* and **“Strata Lot”** means any one of such Strata Lots;

- (qq) “**Strata Plan**” means the strata plan subdividing Lot A or Lot B, as the case may be, into Strata Lots and common property in accordance with the provisions of the *Strata Property Act*;
- (rr) “**Strata Property Act**” means the *Strata Property Act*, S.B.C. 1998, c. 43 and amendments thereto and re-enactments thereof; and
- (ss) “**Users**” means the owners, tenants and occupants including, without limitation, any strata unit owners, from time to time of all or any part of a Parcel and their respective employees, servants, workers, agents, officers, contractors, consultants, licensees and invitees whether their authorization to access is implied or expressed unless any of such employees, servants, agents, officers, contractors, licensees or invitees are expressly not authorized.

#### 1.02 Interpretation

Whenever the singular or the masculine or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows.

#### 1.03 Headings

The inclusion of headings and clause titles is for convenience only and shall not affect the construction or interpretation of this Agreement;

#### 1.04 Reference to Enactments

Reference in this Agreement to any enactment, including laws of the City, is a reference to that enactment as amended, revised, consolidated or replaced.

#### 1.05 Schedules

The following schedules are attached and form part of this Agreement:

Schedule A – Allocation of Repair and Maintenance Obligations and Costs

Schedule B –Easement Area Plan

### 2.00 **Lot A Easement**

2.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot A Owner hereby grants to the Lot B Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through the Easement Area on Lot A in common with the Lot A Owner and its successors, as owner of Lot A, at all times and from time to time:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon the Easement

Area on Lot A to operate, use, Inspect, Construct, Maintain and Repair that portion of the Common Parkade Wall located on Lot A; and

- (b) Generally. To do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 2.01.

The Lot B Owner's and its successors' and assigns' use of the Easement Area on Lot A shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

- 2.02 Benefit and Burden. The easement granted in Section 2.01 will be appurtenant to and for the benefit of Lot B and will charge and be a burden upon and run with Lot A.

- 2.03 Enjoyment of Easement. The Lot B Owner covenants and agrees with the Lot A Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot A Owner, as owner of Lot A, and more particularly the Easement Area on Lot A or any person, firm or corporation claiming by, through, under or in trust for the Lot A Owner, as owner of Lot A.

The Lot A Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 2.05(a) hereof, interfere with the use of the Easement Area on Lot A as herein contemplated and the rights herein granted.

Subject to the provisions of Section 2.05, the Lot A Owner will not materially alter any portion of the Easement Area on Lot A, whether or not with respect to any other lands, without the prior written consent of the Lot B Owner, which consent will not be unreasonably withheld, conditioned or delayed.

- 2.04 Covenants – The Lot A Owner. The Lot A Owner hereby covenants and agrees with the Lot B Owner that:

- (a) except as specifically set forth herein, it will well and substantially Inspect, Maintain, Construct and Repair the Easement Area on Lot A and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby;

- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Area on Lot A to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:

- (i) name each of the Lot A Owner and the Lot B Owner as a named insured under the policy;

- (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
- (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.04 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.04.

2.05 Reservations and Limitations. Notwithstanding the grant of the Lot A Easement, there is hereby reserved to the Lot A Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot B Owner of the Easement Area on Lot A if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Area on Lot A as may be required by the Lot A Owner or as the Lot A Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot B Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot B Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Area on Lot A as it may reasonably require or deem expedient;
- (c) Limitations. The Lot B Owner and its Users in exercising the easement to use the Easement Area on Lot A granted pursuant to Section 2.01 shall:
  - (i) only use and access those portions of Easement Area on Lot A for which it is reasonable for them to have access to and the use of and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

2.06 Covenants. The Lot B Owner hereby covenants and agrees with the Lot A Owner, in respect of the Lot A Easement granted to it:

- (a) Minimize Interference with Lot A Owner. It will, in exercising its rights to use the Easement Area on Lot A:
  - (i) use only those portions of Easement Area on Lot A as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot A by the Lot A Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Area on Lot A causes any damage to Lot A, forthwith, at its own expense, restore Lot A to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Area on Lot A;
- (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot A Owner arising out of any use by it of the Easement Area on Lot A;

2.07 Acknowledgement of Reciprocal Easement re Shared Building Systems. The Lot A Owner and the Lot B Owner acknowledge and agree that the Common Parkade Wall is one of the support structures for the Development, and as such form part of the Support Structures (as defined in the Reciprocal Easement re Shared Building Systems) for the purposes of the Reciprocal Easement re Shared Building Systems, and that the rights, liberties and easements granted in this Section 2.00 are intended to be in addition to and not in substitution or limitation of the rights, liberties and easements granted in the Reciprocal Easement re Shared Building Systems.

### 3.00 **Lot B Easement**

3.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through the Easement Area on Lot B in common with the Lot B Owner and its successors, as owner of Lot B, at all times and from time to time:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon the Easement Area on Lot B to operate, use, Inspect, Construct, Maintain and Repair that portion of the Common Parkade Wall located on Lot B; and
- (b) Generally. To do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 3.01.

The Lot A Owner's and its successors' and assigns' use of the Easement Area on Lot B shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

3.02 Benefit and Burden. The easement granted in Section 3.01 will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.

3.03 Enjoyment of Easement. The Lot A Owner covenants and agrees with the Lot B Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot B Owner, as owner of Lot B, and more particularly the Easement Area on Lot B or any person, firm or corporation claiming by, through, under or in trust for the Lot B Owner, as owner of Lot B.

The Lot B Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 3.05(a) hereof, interfere with the use of the Easement Area on Lot B as herein contemplated and the rights herein granted.

Subject to the provisions of Section 3.05, the Lot B Owner will not materially alter any portion of the Easement Area on Lot B, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent will not be unreasonably withheld, conditioned or delayed.

3.04 Covenants – The Lot B Owner. The Lot B Owner hereby covenants and agrees with the Lot A Owner that:

- (a) except as specifically set forth herein, it will well and substantially Inspect, Maintain, Construct and Repair the Easement Area on Lot B and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot B Easement can be fully exercised as intended hereby;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Area on Lot B to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
  - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
  - (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 3.04 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them

have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 3.04.

- 3.05 Reservations and Limitations. Notwithstanding the grant of the Lot B Easement, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:
- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner of the Easement Area on Lot B if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Area on Lot B as may be required by the Lot B Owner or as the Lot B Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot A Building will be sufficient notice of such interruption;
  - (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Area on Lot B as it may reasonably require or deem expedient;
  - (c) Limitations. The Lot A Owner and its Users in exercising the easement to use the Easement Area on Lot B granted pursuant to Section 3.01 shall:
    - (i) only use and access those portions of the Easement Area on Lot B for which it is reasonable for them to have access to easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
    - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.
- 3.06 Covenants. The Lot A Owner hereby covenants and agrees with the Lot B Owner, in respect of the Lot B Easement granted to it:
- (a) Minimize Interference with Lot B Owner. It will, in exercising its rights to use the Easement Area on Lot B:
    - (i) use only those portions of Easement Area on Lot B as may be reasonably required for the purposes of such easement;
    - (ii) use all reasonable efforts to cause as little Interference as possible with the use and enjoyment of Lot B by the Lot B Owner; and



(iii) if the exercise of such rights and easement to use the Easement Area on Lot B causes any damage to Lot B, forthwith, at its own expense, restore Lot B to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Area on Lot B; and

(b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by it of the Easement Area on Lot B.

3.07 Acknowledgement of Reciprocal Easement re Shared Building Systems. The Lot A Owner and the Lot B Owner acknowledge and agree that the Common Parkade Wall is one of the support structures for the Development, and as such form part of the Support Structures (as defined in the Reciprocal Easement re Shared Building Systems) for the purposes of the Reciprocal Easement re Shared Building Systems, and that the rights, liberties and easements granted in this Section 3.00 are intended to be in addition to and not in substitution or limitation of the rights, liberties and easements granted in the Reciprocal Easement re Shared Building Systems.

#### 4.00 **Indemnities**

4.01 Indemnities. Each Owner (the “**Indemnitor**”) shall indemnify and save the other Owner (the “**Indemnitee**”) harmless against all loss, damages, costs and liabilities suffered by the Indemnitee, including fees of solicitors and other professional advisors arising out of:

(a) any breach, violation or non-performance by the Indemnitor or its Users, as the case may be, of any covenant, term or condition contained in this Agreement on its part to be observed or performed; and

(b) any personal injury, death or property damage occurring in or about the Easement Area on Lot A and the Easement Area on Lot B and caused by the Indemnitor in carrying out or failing to carry out the activities or obligations of such party in the Easement Area on Lot A and the Easement Area on Lot B by virtue of this Agreement or otherwise including any matter or thing permitted or omitted by the Indemnitor, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities shall be paid by the Indemnitor to the Indemnitee upon the Indemnitee providing proof of loss suffered by it,

except for any indirect, special or consequential damages or loss of profits and except to the extent such personal injury or death, property damage, or other loss or damage is caused by the act or omission, including negligent acts or omissions or willful misconduct, of the Indemnitee, its Users or any other person for whose conduct the Indemnitee is responsible.

#### 5.00 **Annual Estimated Lot A Easement Area Costs Budget**

5.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot A Owner will prepare and deliver to the Lot B Owner the Annual Estimated Lot A Easement Area Costs Budget.

- 5.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use the Easement Area on Lot A, the Lot B Owner covenants and agrees with the Lot A Owner to promptly and punctually pay to the Lot A Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot A Easement Area Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot A Owner requires same, the Lot B Owner shall provide the Lot A Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

Any monthly instalments that remain unpaid when due shall bear interest at the Prime Rate plus 5% per annum, calculated from the due date until paid, compounded monthly, not in advance. The Lot B Strata Corporation will allocate its Proportionate Share of the Annual Estimated Lot A Easement Area Costs Budget amongst the strata unit owners pro rata based on the unit entitlement of each such strata unit owner.

- 5.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot A Easement Area Costs Budget has been prepared and in any event within 90 days of such period ending, the Lot A Owner shall provide the Lot B Owner with a written statement (the “**Annual Actual Lot A Easement Area Operating Costs Statement**”) certified correct by an officer of the Lot A Owner showing the particulars of the actual Lot A Easement Area Costs incurred by the Lot A Owner for the preceding fiscal period in reasonable detail, in order to permit the Lot B Owner to determine that the expenditures were reasonably incurred. The Annual Actual Lot A Easement Area Operating Costs Statement shall also include those amounts already paid by way of monthly instalments by the Lot B Owner, as the case may be, and any money owing by or to the Lot A Owner shall be paid or credited within 30 days of receipt of the said statement. All adjustments shall be based on the reconciliation between the monthly instalments already paid and the Annual Actual Lot A Easement Area Operating Costs Statement. Any adjusted amounts that are owing and remain unpaid for more than 30 days shall bear interest at the Prime Rate plus 5% calculated from the 31<sup>st</sup> day until paid, compounded monthly, not in advance.

5.04 General

- (a) The Lot A Owner agrees to keep accurate accounting records of the Lot A Easement Area Costs, which records shall be available for inspection or audit at the year end by the Lot B Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot B Owner.
- (b) If the Lot B Owner disputes the actual Lot A Easement Area Costs as shown on the Annual Actual Lot A Easement Area Costs Statement then it shall so notify the Lot A Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 5.05 hereof. Failing such notice, the Lot B Owner will be deemed to have accepted such statement.
- (c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot A Easement Area Costs Budget and shall otherwise be subject to the terms of this Section 5.00.

5.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 5.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 5.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 5.00, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 5.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 5.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

5.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot A Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot B Owner pursuant to this Agreement, the Lot B Owner, upon giving the Lot A Owner not less than seven (7) days’ notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

## 6.00 **Annual Estimated Lot B Easement Area Costs Budget**

6.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot B Owner will prepare and deliver to the Lot A Owner the Annual Estimated Lot B Easement Area Costs Budget.

6.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use Easement Area on Lot B, the Lot A Owner covenants and agrees with the Lot B Owner to promptly and punctually pay to the Lot B Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot B Easement Area Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot B Owner requires same, the Lot A Owner shall provide the Lot B Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

Any monthly instalments that remain unpaid when due shall bear interest at the Prime Rate plus 5% per annum, calculated from the due date until paid, compounded monthly, not in advance. The Lot A Strata Corporation will allocate its Proportionate Share of the Annual

Estimated Lot B Easement Area Costs Budget amongst the strata unit owners pro rata based on the unit entitlement of each such strata unit owner.

6.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot B Easement Area Costs Budget has been prepared and in any event within 90 days of such period ending, the Lot B Owner shall provide the Lot A Owner with a written statement (the “**Annual Actual Lot B Easement Area Costs Statement**”) certified correct by an officer of the Lot B Owner showing the particulars of the actual Lot B Easement Area Costs incurred by the Lot B Owner for the preceding fiscal period in reasonable detail, in order to permit the Lot A Owner to determine that the expenditures were reasonably incurred. The Annual Actual Lot B Easement Area Costs Statement shall also include those amounts already paid by way of monthly instalments by the Lot A Owner, as the case may be, and any money owing by or to the Lot B Owner shall be paid or credited within 30 days of receipt of the said statement. All adjustments shall be based on the reconciliation between the monthly instalments already paid and the Annual Actual Lot B Easement Area Costs Statement. Any adjusted amounts that are owing and remain unpaid for more than 30 days shall bear interest at the Prime Rate plus 5% calculated from the 31<sup>st</sup> day until paid, compounded monthly, not in advance.

6.04 General

- (a) The Lot B Owner agrees to keep accurate accounting records of the Lot B Easement Costs, which records shall be available for inspection or audit at the year end by the Lot A Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot A Owner.
- (b) If the Lot A Owner disputes the actual Lot B Easement Area Costs as shown on the Annual Actual Lot B Easement Area Costs Statement then it shall so notify the Lot B Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 6.05 hereof. Failing such notice, the Lot A Owner will be deemed to have accepted such statement.
- (c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot B Easement Area Costs Budget and shall otherwise be subject to the terms of this Section 6.00.

6.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 6.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 6.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 6.05, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 6.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;

- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 6.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

6.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot B Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot A Owner pursuant to this Agreement, the Lot A Owner, upon giving the Lot B Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

7.00 **Subdivision**

- 7.01 Subject to Section 7.02, if any Parcel is subdivided, including by way of Strata Plan, then the rights, covenants, easements and charges granted hereunder will continue to run with and bind each Subdivided Lot of which any part of any Easement Area or charged property forms a part.
- 7.02 Upon subdivision of a Parcel by a Strata Plan:
  - (a) the Strata Corporation so created shall:
    - (i) perform and observe the parent Owner's covenants herein at the expense of the Strata Corporation and of the Strata Lot owners;
    - (ii) in respect of Lot A, perform and observe the Lot A Owner's covenants and obligations pursuant to the provisions of this Agreement;
    - (iii) in respect of Lot B, perform and observe the Lot B Owner's covenants and obligations pursuant to this Agreement;
    - (iv) enter into an assumption agreement with the other Owner in a form satisfactory to the other Owner, to assume all of the ongoing obligations hereunder and benefit from all of the rights as provided herein;
    - (v) take into consideration the content of this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation applicable to Strata Lot owners, and shall cause the Strata Lot owners to comply with the obligations, restrictions and limitations as provided herein;

- (vi) be responsible for any breach arising from any action or omission of any and all of the Strata Lot owners of the obligations, restrictions and limitations as provided herein; and
  - (vii) be entitled to give all permissions and consents permitted to be given by the Strata Lot owners; and
- (b) the liability of each Strata Lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, shall be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Property Act*.
- 7.03 Notwithstanding anything to the contrary provided in this Agreement, in the event of a subdivision of Lot B or Lot A, or any of them by the deposit in the Land Title Office of a Strata Plan in accordance with the *Strata Property Act*, the easements herein granted shall be accepted on behalf of the Strata Lot owners by the Strata Corporation created thereby and shall be administered, enforced, modified, or released by the Strata Corporation only and, in particular, without limiting the generality of the foregoing, the Strata Corporation shall make all payments required to be made hereunder and shall receive all payments to be paid hereunder and in respect of any Inspections, Repairs, Maintenance and replacements required hereunder and for obtaining the insurance policies required hereunder. The Strata Lot owners shall not attempt to carry out any of the Inspections, Repairs, Maintenance or replacements contemplated hereunder or to enforce or in any way interfere with the administration by the Strata Corporation created upon the filing of a Strata Plan with respect to Lot A or Lot B, as the case may be, of the easements herein granted for the benefit of Lot B or Lot A, respectively.

## 8.00 **Damage and Destruction**

### 8.01 Owner's obligation to rebuild if not Major Damage.

In the event that the Easement Area in an Owner's Parcel or any part thereof shall at any time be defective or damaged (the "**Damaged Improvements**") such that the Other Owner's easements granted herein are diminished in a material way or are likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, then after receipt from the Other Owner of a written notice to Construct and Repair pursuant to this Section 8.00 (which notice refers to and contains a copy of this Section 8.00), the Owner of the Damaged Improvements shall, within a reasonable period of time following notice thereof from the Other Owner, Construct, Repair and make the Damaged Improvements fit for the purpose of such easements.

### 8.02 Owner's obligation to rebuild and Repair if Major Damage.

In the event that the Damaged Improvements in a Parcel are destroyed or damaged to such extent that Major Damage has occurred, the Owner of the Damaged Improvements shall rebuild or Repair the Damaged Improvements, subject to the receipt of insurance proceeds, or should insurance proceeds be insufficient, the agreement of the respective owners to contribute sufficient funds to complete the restoration and subject to the *Strata Property Act* to the extent applicable, and any requirements of the City. If the Owner of the Damaged

Improvements is prevented from rebuilding or Repairing the Damaged Improvements because of the *Strata Property Act*, or requirements of the City, such Owner shall demolish and completely remove the Damaged Improvements and debris from its Parcel and restore its Parcel to a neat and safe condition in a good and workmanlike manner, provided that such Owner shall take reasonable measures to ensure that the improvements constructed on the other Parcel will continue to be functional and safe notwithstanding such demolition and removal.

8.03 Delay in Rebuilding or Repairing.

Subject to Sections 8.01 and 8.02 above, in the event that the Repair or rebuilding of Damaged Improvements is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of the Damaged Improvements shall forthwith take such reasonable action as is necessary to leave the any easement areas situate within its Parcel and the Damaged Improvements in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard.

8.04 Failure to Rebuild or Repair.

If the Owner of any Damaged Improvements fails to fulfill its obligations as set out in Sections 8.01, 8.02, and 8.03, and it has not referred the matter for resolution pursuant to Section 9.05, the Other Owner, upon giving the Owner of the Damaged Improvements not less than 15 days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform the failed obligations and shall be entitled to be reimbursed as provided herein.

8.05 Costs and Expenses.

The cost and expense of any work conducted by the Owner of Damaged Improvements under Sections 8.01, 8.02, and 8.03 hereof shall be included within the Lot A Easement Area Costs or the Lot B Easement Area Costs, as the case may be, and shared by the Owners in relation to their Proportionate Share as determined under this Agreement, after taking into account any net insurance proceeds received in connection with such loss or damage and subject to the provisions of Section 5.00 hereof or Section 6.00 hereof, as the case may be.

9.00 **Miscellaneous**

9.01 Runs with the Lands

Once Lot A and Lot B are subdivided, the easements herein granted will continue to run with and bind each subdivided parcel.

9.02 Cessation of Obligations

The covenants of each Owner contained herein will be personal and binding upon that Owner only during its ownership of Lot A or Lot B or any interest therein or in any parcel into which it may be subdivided, as the case may be, but the said lands will nevertheless remain at all times charged herewith to the intent that upon the transfer of any interest in any of Lot A or Lot B or any interest in any parcel into which same may be subdivided by an Owner, that

Owner will be freed, released and discharged from the observance and performance thereafter of the covenants on its part in respect of the lands and its part to be observed and performed.

9.03 Reasonableness

The Owners will, at all times, be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.

9.04 Rights of Owner Preserved

Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent the owner of a servient tenement from using the easement areas granted by them hereunder in any manner which does not materially and adversely interfere with, injure or impair the exercise by the owner of the dominant tenement of such easement of its rights hereunder.

9.05 Arbitration

In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision (other than a dispute with respect to determinations and allocations to be made under Section 5.00 which shall be resolved pursuant to Section 5.05 or a dispute with respect to determinations and allocations to be made under Section 6.00 which shall be resolved pursuant to Section 6.05), the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 9.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.

9.06 Waiver

Waiver by any party of any default hereunder by another party will not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.

9.07 Notice

(a) Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing and will be delivered, telecopied or electronically



mailed or sent by postage prepaid mail and addressed, to the intended recipient. The time of receiving any such demand or notice will be deemed to be :

- (i) the day and time of delivery of transmittal (by telecopier or electronic mail), if delivered or sent by telecopier or electronic mail by 4:30 p.m. on a business day (excluding Saturdays Sundays and statutory holidays) to the place of the intended recipient;
  - (ii) by 8:00 a.m. the next business day following the date of such delivery or transmittal (excluding Saturdays Sundays and statutory holidays) if delivered or transmitted by telecopier or electronic mail) after 4:30 p.m. on a business day (excluding Saturdays, Sundays and statutory holidays) to the place of the intended recipient;
- (b) On the fourth day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice will not be effective if sent by mail until it is actually received by the intended recipient.

9.08 Governing Law

This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.

9.09 Further Assurances

The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.

9.10 Entire Agreement

This is the entire agreement between the parties concerning the subject matter of this Agreement.

9.11 Time Is Of Essence

Time will be of the essence of this Agreement.

9.12 Severability

Should any portion of this Agreement be declared or held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, then such portion will be deemed to have been severed from this Agreement and the invalidity or unenforceability thereof will not affect or render unenforceable or invalid any other provisions of this Agreement, and the rest of this Agreement shall remain in force unamended.

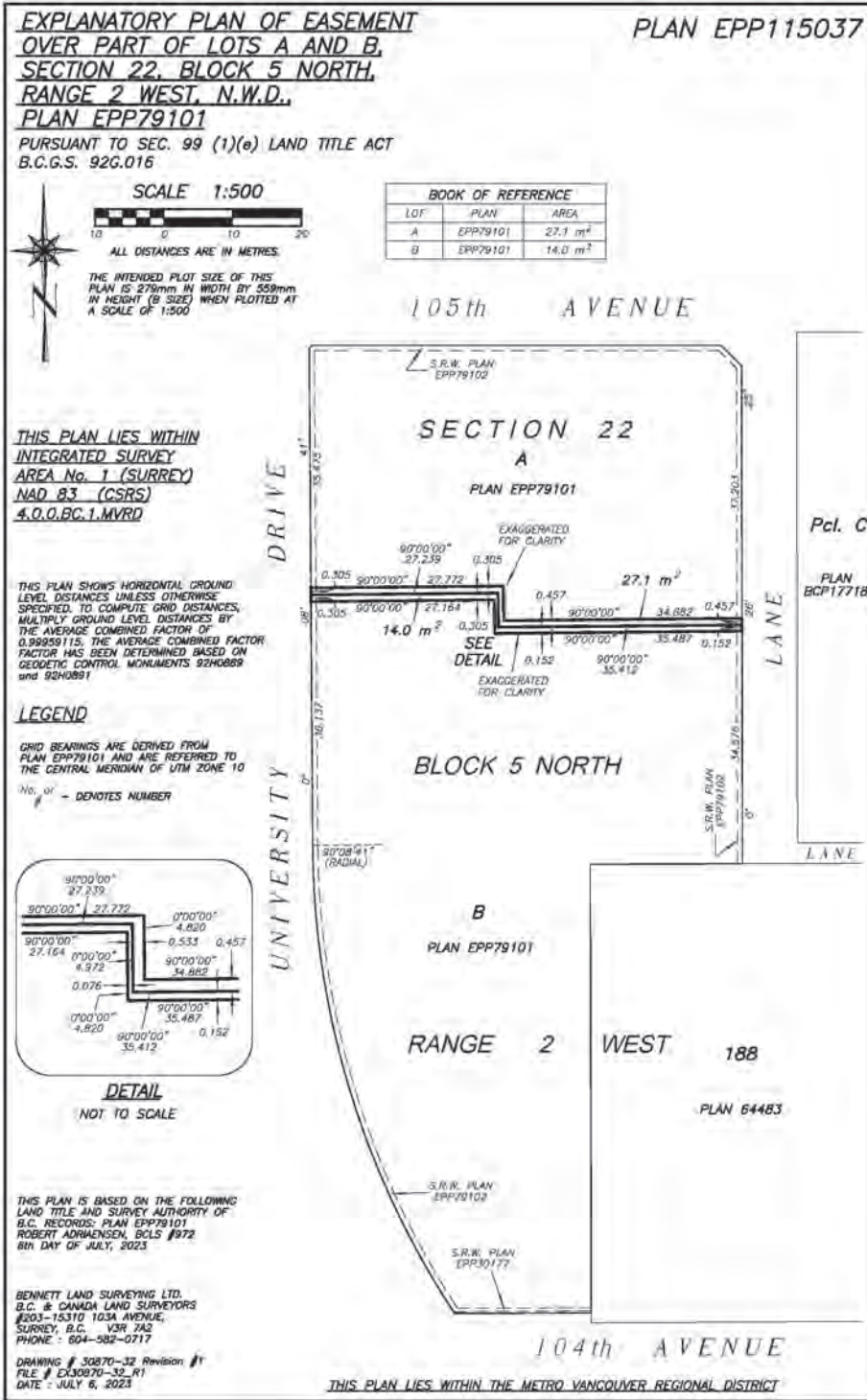
IN WITNESS WHEREOF the parties have executed the Form C attached hereto and forming part hereof on the dates set out thereon.

**SCHEDULE A****ALLOCATION OF REPAIR AND MAINTENANCE OBLIGATIONS AND COSTS**

<b>Shared Use Areas and Systems</b>	<b>Owner Primarily Responsible for Repairs and Maintenance</b>	<b>Lot A Owner's Share of Costs</b>	<b>Lot B Owner's Share of Costs</b>
<b>Common Parkade Wall</b>	<b>Lot A Owner</b>	<b>Lot A Owner's Proportionate Share</b>	<b>Lot B Owner's Proportionate Share</b>

SCHEDULE B

EASEMENT AREA PLAN



**EXHIBIT "AA"**

**FILED AUTO COURTYARD AND COMMERCIAL PLAZA EASEMENT**

[See Attached]



1. Application

Document Fees: \$156.34

**Andrea Hang, Legal Administrative Assistant, BOSA PROPERTIES INC.**  
**1201 - 838 West Hastings Street**  
**Vancouver BC V6C 0A6**  
**6042991363**

UD Lands | Reciprocal Easement - Auto Courtyard

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.01</b>  <b>Dominant Lands: PID: 030-861-926 Lot B</b> <b>Section 22 Block 5 North Range 2 West New Westminister District Plan EPP79101</b>
<b>EASEMENT</b>		<b>Section 3.01</b>  <b>Dominant Lands: PID: 030-861-918 Lot A</b> <b>Section 22 Block 5 North Range 2 West New Westminister District Plan EPP79101</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS TO THE EASEMENT IN SECTION 2.01	
<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS TO THE EASEMENT IN SECTION 3.01	



7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
  
**2023-07-11**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
  
**2023-07-11**

**BLUESKY PROPERTIES (UD LANDS)**  
**INC.**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363  
Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-08-01  
21:23:14 -07:00

**TERMS OF INSTRUMENT – PART 2**

**RECIPROCAL EASEMENT**

**RE: AUTO COURTYARD AND COMMERCIAL PLAZA AREA**

THIS AGREEMENT dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

AMONG:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(in its capacity as the registered owner of Lot A, the “**Lot A Owner**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(in its capacity as the registered owner of Lot B, the “**Lot B Owner**”, and together with the Lot A Owner, the “**Owners**”, and each, an “**Owner**”)

WHEREAS:

- A. The Lot A Owner is the registered owner in fee simple of the lands and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-918

Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot A**”);

- B. The Lot B Owner is the registered owner in fee simple of all and singular those certain parcels or tracts of land and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-926

Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot B**”);

- C. The Lot A Owner intends to construct the Lot A Building on Lot A, all as herein defined;
- D. The Lot B Owner intends to develop the Lot B Building on Lot B, all as herein defined;
- E. The Lot A Owner wishes to grant certain rights and easements to the Lot B Owner;
- F. The Lot B Owner wishes to grant certain rights and easements to the Lot A Owner; and



- G. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple.

NOW THEREFORE in consideration of the premises and the sum of Ten (\$10.00) Dollars paid by each of the parties hereto to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and will not be denied, the parties hereto agree as follows:

## 1.00 Interpretation

### 1.01 Definitions

The parties agree that in this Agreement, the following terms have the meaning ascribed to them unless the context otherwise requires:

- (a) **“Agreement”** means this agreement, including its recitals and schedules, all as may be amended in writing from time to time;
- (b) **“Annual Actual Lot A Easement Areas Costs Statement”** has the meaning ascribed thereto in Section 5.03;
- (c) **“Annual Actual Lot B Easement Areas Costs Statement”** has the meaning ascribed thereto in Section 6.03;
- (d) **“Annual Estimated Lot A Easement Areas Costs Budget”** means the annual operating costs budget prepared by the Lot A Owner for the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (e) **“Annual Estimated Lot B Easement Areas Costs Budget”** means the annual operating costs budget prepared by the Lot B Owner for the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (f) **“Auto Courtyard”** means the exterior auto courtyard located at grade-level between the Lot A Building and the Lot B Building, constructed substantially in the Remainder (except for a small portion of the Shared Large Loading Stall (in Auto Courtyard)) and containing a total of 12 parking stalls, as shown in the Auto Courtyard Sketch Plan;
- (g) **“Auto Courtyard Sketch Plan”** means the Sketch Plan prepared by Rob Adriaensen, B.C.L.S. of Bennett Land Surveying Ltd. identifying the location of parking stalls in the Auto Courtyard, a copy of which is attached hereto as Schedule B;
- (h) **“Buildings”** means the Lot A Building and the Lot B Building;
- (i) **“Car Share Stall”** means one (1) designated shared vehicle parking stall in the Auto Courtyard as more particularly identified on the Auto Courtyard Sketch Plan, which is reserved at all times for the parking of the Car Share Vehicle;

- (j) “**Car Share Vehicle**” means the shared co-operative vehicle owned and operated by a car share operator for the exclusive use by the members of the carsharing program including, without limitation, those residents of the Lot A Building and the Lot B Building who are part of the membership program for the project, and members of the general public;
- (k) “**Commercial Air Space Parcels**” means one or more air space parcels containing the Commercial Component, to be created upon the registration of an air space subdivision plan subdividing Lot B;
- (l) “**Commercial Component**” means approximately 2,300 square feet (213.677 square metres) of ground floor commercial/retail premises, together with common property, for potential retail, commercial and/or office use, which will be constructed on Lot B and registered in the Land Title Office as the Commercial Air Space Parcels;
- (m) “**Commercial Plaza Area**” means that portion of the exterior courtyard area of the Commercial Component which is available for access by the public from time to time and which includes, without limitation, the Public Art Feature;
- (n) “**Construct**” means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, repair, remove or renew and all activities or other work incidental or related thereto and “**Constructing**”, “**Construction**” and “**Constructed**” have a corresponding meaning;
- (o) “**Damaged Improvements**” has the meaning ascribed thereto in Section 8.01;
- (p) “**Easement Area**” means, in respect of any Parcel, areas used for or in respect of any easements and rights on such Parcel granted by the Owner of such Parcel in favour of the Other Owner, and “**Easement Areas**” means all such areas, as the context requires;
- (q) “**Easement Stalls on Lot B**” means, collectively, the Shared Visitor/ Short-Term Loading Stalls, the Shared Visitor Accessible Stall, the Shared Visitor Stall, the Car Share Stall, and that portion of the Shared Large Loading Stall located on Lot B;
- (r) “**Easement Stall on Lot A**” means that portion of the Shared Large Loading Stall located on Lot A;
- (s) “**Inspect**” means to inspect, test or examine any Parcel from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to such Parcel, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of such other Parcel, and “**Inspect**”, “**Inspected**” and “**Inspecting**” have corresponding meanings;
- (t) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and replaced from time to time;

- (u) **“Land Title Office”** means the New Westminster Land Title Office;
- (v) **“Lands”** means, together, Lot A and Lot B;
- (w) **“Lot A”** means those certain lands situate in the City of Surrey upon which the Lot A Building will be constructed and legally described in Recital A;
- (x) **“Lot A Building”** means the 28 storey residential concrete highrise building with ground floor townhouses containing 322 residential strata lots and common property, all to be constructed on Lot A;
- (y) **“Lot A Easement”** means the easement granted by the Lot A Owner to the Lot B Owner to use the Easement Areas on Lot A pursuant to Section 2.01 hereof;
- (z) **“Lot A Easement Areas Costs”** means the aggregate, without duplication, of all costs incurred by the Lot A Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A;
- (aa) **“Lot A Owner”** means the registered owner from time to time of Lot A and any Parcel into which Lot A is subdivided, and its successors and assigns and includes, where the context requires, the Lot A Strata Corporation or the owner of the Lot A Strata Lots;
- (bb) **“Lot B”** means those certain lands situate in the City of Surrey upon which the Lot B Building will be constructed and legally described in Recital B;
- (cc) **“Lot B Building”** means the 38 storey concrete highrise building with ground floor townhouses containing 431 residential strata lots and common property, and the Commercial Component, all of which may be constructed on Lot B;
- (dd) **“Lot B Easement”** means the easement granted by the Lot B Owner to the Lot A Owner to use the Easement Areas on Lot B pursuant to Section 3.01 hereof;
- (ee) **“Lot B Easement Areas Costs”** means the aggregate, without duplication, of all costs incurred by the Lot B Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A;
- (ff) **“Lot B Owner”** means the registered owner from time to time of Lot B and any Parcel into which Lot B is subdivided, and its successors and assigns and includes, where the context requires, the Lot B Strata Corporation or the owner of the Lot B Strata Lots;
- (gg) **“Maintain”** means to keep in a good and proper state of repair, normal wear and tear excepted, and in a clean and safe condition including, without limiting the generality of the foregoing, cleaning, pressure washing, painting and resurfacing,

as would a prudent owner from time to time, and “**Maintenance**”, “**Maintained**” and “**Maintaining**” have corresponding meanings;

- (hh) “**Major Damage**” in respect of a Parcel occurs when:
- (i) the Damaged Improvements on such Parcel are damaged or destroyed to the extent that the benefit and use of the easements granted herein to the Other Owner are diminished or are likely to be diminished in a material way and based on the opinion of a certified professional chosen by the Owner of the Parcel containing the Damaged Improvements, such damage or destruction cannot reasonably be Repaired or renewed within 90 days after the date such damage or destruction occurred;
  - (ii) the Damaged Improvements on such Parcel are condemned; or
  - (iii) the insurers for the Owner of the Parcel containing the Damaged Improvements, pursuant to policies of insurance maintained in accordance with this Agreement, elect to treat the Damaged Improvements as a total loss,
- provided that the determination of the extent of damage or destruction as provided in this Agreement shall be made by a certified professional chosen by the Lot A Owner;
- (ii) “**Other Owner**” means, vis à vis any Owner, as an owner of a Parcel, the Owner of the Other Parcel;
- (jj) “**Other Parcel**” means, vis à vis any Parcel, the other Parcel;
- (kk) “**Parcel**” means individually Lot A, Lot B and any Strata Lot or any parcel into which any of the foregoing are subdivided into, and “**Parcels**” means two or more of them as them as the context requires;
- (ll) “**Pedestrian Access Routes**” means those exterior parts and features of a Parcel (including, without limitation, all walkways, sidewalks and plazas) which are designed, constructed, suitable and/or intended for use for pedestrian access to, from, through and/or between Easement Areas and adjacent streets, lanes, sidewalks and/or other public areas, and, for greater certainty:
- (i) upon the subdivision of a Parcel by the deposit of a Strata Plan, the Pedestrian Access Routes within such Parcel are automatically restricted to those areas which are not part of a strata lot or limited common property for the use of one strata lot as shown on the original Strata Plan; and
  - (ii) references to “pedestrian” herein shall be deemed to include a person with a physical disability who requires and uses a wheelchair, a scooter or a similar vehicle, device or mode of conveyance to assist with their mobility;
- (mm) “**Prime Rate**” means the annual rate of interest announced from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, or such

other bank as selected by the Lot B Owner from time to time, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;

- (nn) **“Proportionate Share”** means in respect of the Lot A Strata Corporation and the Lot B Strata Corporation, the contribution required to be made by them pursuant to Section 5.00 towards payment of the Lot A Easement Areas Costs and pursuant to Section 6.00 towards payment of the Lot B Easement Areas Costs which, in each case, will be the percentage of such costs derived from the following ratios:

- (A) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan); and

- (B) For the Lot B Strata Corporation

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan),

provided that upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the respective Proportionate Share for each of the Lot A Strata Corporation, the Lot B Strata Corporation and the Owner of the Commercial Component shall be derived from the following ratios:

- (C) For Lot A Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component ); and

- (D) For the Lot B Strata Corporation:

Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component); and

- (E) For the Owner of the Commercial Component:

Area in Square Metres of the Commercial Component ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan + Area in Square Metres of the Commercial Component);

- (oo) **“Public Art Feature”** means the structural art installation installed in the Commercial Plaza Area, for the benefit of the owners, occupants, guests and

invitees of Lot A and Lot B as well as the general public, in accordance with requirements of the City;

- (pp) **“Repair”** means:
- (i) to remedy any defect and to repair any damage to any part of a Parcel; or
  - (ii) to take any action reasonably necessary to remedy any failure of a Parcel owner to provide another Parcel owner’s easements and rights, as granted hereunder,
- and **“Repaired”** and **“Repairing”** have corresponding meanings;
- (qq) **“Shared Large Loading Stall”** means one (1) designated parking stall in the Auto Courtyard reserved at all times for shared use by the owners, occupants, tenants and guests of Lot A and Lot B (including the Commercial Component), as more particularly identified on the Auto Courtyard Sketch Plan;
- (rr) **“Shared Visitor Accessible Stall”** means one (1) designated parking stall in the Auto Courtyard reserved at all times for the use by guests of the Lot A and Lot B (but excluding the Commercial Component) who display a valid parking permit for people with disabilities, as more particularly identified on the Auto Courtyard Sketch Plan;
- (ss) **“Shared Visitor/Short-Term Loading Stalls”** means, collectively, the three (3) designated parking stalls in the Auto Courtyard, reserved at all times for shared use by the owners, occupants, tenants and guests of Lot A and Lot B (including the Commercial Component), as more particularly identified on the Auto Courtyard Sketch Plan;
- (tt) **“Shared Visitor Stall”** means one (1) designated parking stall in the Auto Courtyard reserved at all times for exclusive use by the guests of Lot A and Lot B (but excluding the Commercial Component), as more particularly identified on the Auto Courtyard Sketch Plan;
- (uu) **“Strata Corporation”** means the strata corporation created with respect to Lot A or Lot B, as the case may be, by deposit of the Strata Plan;
- (vv) **“Strata Lot Owners”** means, from time to time, the registered owners of Strata Lots and **“Strata Lot Owner”** means any one of them;
- (ww) **“Strata Lots”** means the strata lots created upon deposit of the Strata Plan which subdivides Lot A or Lot B into Strata Lots and common property in accordance with the provisions of the *Strata Property Act* and **“Strata Lot”** means any one of such Strata Lots;
- (xx) **“Strata Plan”** means the strata plan subdividing Lot A or Lot B, as the case may be, into Strata Lots and common property in accordance with the provisions of the *Strata Property Act*;

- (yy) “**Strata Property Act**” means the *Strata Property Act*, S.B.C. 1998, c. 43 and amendments thereto and re-enactments thereof;
- (zz) “**Users**” means the owners, tenants and occupants including, without limitation, any strata unit owners, from time to time of all or any part of a Parcel and their respective employees, servants, workers, agents, officers, contractors, consultants, licensees and invitees whether their authorization to access is implied or expressed unless any of such employees, servants, agents, officers, contractors, licensees or invitees are expressly not authorized; and
- (aaa) “**Vehicular Access Routes**” means those parts and features of a Parcel, if and as applicable, designed, constructed, suitable and/or intended for use as vehicle ramps, circulation lanes and manoeuvring areas for the movement of motor vehicles and bicycles to, from, through and/or between the Easement Areas and adjacent streets and lanes.

#### 1.02 Interpretation

Whenever the singular or the masculine or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows.

#### 1.03 Headings

The inclusion of headings and clause titles is for convenience only and shall not affect the construction or interpretation of this Agreement;

#### 1.04 Reference to Enactments

Reference in this Agreement to any enactment, including laws of the City, is a reference to that enactment as amended, revised, consolidated or replaced.

#### 1.05 Schedules

The following schedules are attached and form part of this Agreement:

Schedule A – Allocation of Repair and Maintenance Obligations and Costs

Schedule B – Sketch Plan of Auto Courtyard

### 2.00 **Lot A Easement**

2.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot A Owner hereby grants to the Lot B Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot A in common with the Lot A Owner and its successors, as owner of Lot A, at all times and from time to time:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time, with or without vehicles, in, over, through and upon those parts of the Auto Courtyard located on Lot A, and

any Pedestrian Access Routes and Vehicular Access Routes within Lot A, as may be reasonably necessary to have access to and egress from the Easement Stall on Lot A;

- (b) to park motor vehicles in that portion of the Shared Large Loading Stall located on Lot A for the purposes of loading and unloading;
- (c) to enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance, in, over, through and upon those parts of Lot A as may be reasonably necessary to access and use the Pedestrian Access Routes and Vehicular Access Routes situate within Lot A for their intended purpose;
- (d) upon notice to the Lot A Owner under Section 5.06 (except in the case of emergency when no notice will be required), Inspect, operate, Maintain and Repair any portions of the Easement Areas on Lot A (including, without limitation, the Easement Stall on Lot A, the Pedestrian Access Routes and Vehicular Access Routes) that are designated for the use of or are used for the benefit of Lot B;
- (e) in connection with the exercise of its rights under subsection (iii) above, place, leave and/or store within Lot A, at the risk and responsibility of Lot B, and for as short a time as reasonably possible, in such locations within Lot A as may be reasonably determined by the Lot B Owner, at reasonable times and upon reasonable notice to the Lot A Owner (except in the case of emergency when no notice will be required), such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from Lot A any Construction and/or Maintenance and Repair work required or permitted under this Agreement, provided that upon completion of any such Construction or Maintenance and Repair work, the Lot B Owner will remove from Lot A all such supplies, materials, tools and/or equipment and leave those portions of Lot A used for such purposes in the same condition as they were in prior such use being made thereof; and
- (f) to do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 2.01.

The Lot B Owner's and its successors' and assigns' use of the Easement Areas on Lot A shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

- 2.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot B Owner and its Users shall not have access to any part of Lot A except for those areas as are reasonably intended to be used for the uses for which the Lot A Easement is intended and those parts and features of Lot A which are designed, constructed, suitable and/or intended for use for pedestrian and vehicular access to and egress from the Easement Areas on Lot A.
- 2.03 Benefit and Burden. The easement granted in Section 2.01 will be appurtenant to and for the benefit of Lot B and will charge and be a burden upon and run with Lot A.
- 2.04 Rules and Regulations. The Lot A Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot A may be accessed



or used or enjoyed by the Lot B Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management, maintenance, health, safety and operation of the Easement Areas on Lot A, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot A Owner as well as to the Lot B Owner. Notwithstanding the foregoing, any and all rules and regulations in respect of the entirety of the Shared Large Loading Stall will be made by the Lot B Owner pursuant to Section 3.04.

The Lot B Owner covenants and agrees with the Lot A Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 2.04.

- 2.05 Enjoyment of Easement. The Lot B Owner covenants and agrees with the Lot A Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot A Owner, as owner of Lot A, and more particularly the Easement Areas on Lot A or any person, firm or corporation claiming by, through, under or in trust for the Lot A Owner, as owner of Lot A.

The Lot A Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 2.07(a) hereof, interfere with the use of the Easement Areas on Lot A as herein contemplated and the rights herein granted.

Subject to the provisions of Section 2.07, the Lot A Owner will not materially alter any portion of the Easement Areas on Lot A, whether or not with respect to any other lands, without the prior written consent of the Lot B Owner, which consent will not be unreasonably withheld, conditioned or delayed.

- 2.06 Covenants – The Lot A Owner. The Lot A Owner hereby covenants and agrees with the Lot B Owner that:

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot A and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Areas on Lot A to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot A Owner and the Lot B Owner as a named insured under the policy;

- (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
- (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.06 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.06.

2.07 Reservations and Limitations. Notwithstanding the grant of the Lot A Easement, there is hereby reserved to the Lot A Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot B Owner of the Easement Areas on Lot A if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot A as may be required by the Lot A Owner or as the Lot A Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible, and that reasonable notice of the interruption is delivered to the Lot B Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot B Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot A as it may reasonably require or deem expedient;
- (c) Limitations. The Lot B Owner and its Users in exercising the easement to use the Easement Areas on Lot A granted pursuant to Section 2.01 shall:
  - (i) only use and access those portions of Lot A for which it is reasonable for them to have access to and the use of and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

2.08 Covenants. The Lot B Owner hereby covenants and agrees with the Lot A Owner, in respect of the Lot A Easement granted to it:

- (a) Minimize Interference with Lot A Owner. It will, in exercising its rights to use the Easement Areas on Lot A:
  - (i) use only those portions of Lot A as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot A by the Lot A Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Areas on Lot A causes any damage to Lot A, forthwith, at its own expense, restore Lot A to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot A;
- (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot A Owner arising out of any use by it of the Easement Areas on Lot A; and
- (c) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot A Owner from time to time pursuant to Section 2.04 hereof in connection with the use of the Easement Areas on Lot A.

### 3.00 **Lot B Easement**

3.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot B, at all times and from time to time:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time, with or without vehicles, in, over, through and upon those parts of the Auto Courtyard located on Lot B, and any Pedestrian Access Routes and Vehicular Access Routes within Lot B, as may be reasonably necessary to have access to and egress from the Easement Stalls on Lot B;
- (b) to access, use and park the Car Share Vehicle in the Car Share Stall;
- (c) to park motor vehicles in the Shared Large Loading Stall for the purposes of loading and unloading;
- (d) to park motor vehicles in Shared Visitor/Short-Term Loading Stalls for the purposes of short-term loading and unloading or visitor parking;
- (e) to park motor vehicles in Shared Visitor Stall for the purposes of visitor parking by guests to Lot A;

- (f) to park motor vehicles in Shared Visitor Accessible Stall for the purposes of visitor parking by guests to Lot A who display a valid parking permit for people with disabilities;
- (g) to enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance, in, over, through and upon those parts of Lot B (including the Commercial Plaza Area), as may be reasonably necessary to access the Public Art Feature;
- (h) to enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance, in, over, through and upon those parts of Lot B as may be reasonably necessary to access and use the Pedestrian Access Routes and Vehicular Access Routes situate within Lot B for their intended purpose;
- (i) upon notice to the Lot B Owner under Section 6.06 (except in the case of emergency when no notice will be required), Inspect, operate, Maintain and Repair any portions of the Easement Areas on Lot B (including, without limitation, the Easement Stalls on Lot B, the Public Art Feature, the Pedestrian Access Routes and the Vehicular Access Routes) that are designated for the use of or are used for the benefit of Lot A;
- (j) in connection with the exercise of its rights under subsection (iii) above, place, leave and/or store within Lot B, at the risk and responsibility of Lot A, and for as short a time as reasonably possible, in such locations within Lot B as may be reasonably determined by the Lot A Owner, at reasonable times and upon reasonable notice to the Lot B Owner (except in the case of emergency when no notice will be required), such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from Lot B any Construction and/or Maintenance and Repair work required or permitted under this Agreement, provided that upon completion of any such Construction or Maintenance and Repair work, the Lot A Owner will remove from Lot B all such supplies, materials, tools and/or equipment and leave those portions of Lot B used for such purposes in the same condition as they were in prior such use being made thereof; and
- (k) to do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 3.01.

The Lot A Owner's and its successors' and assigns' use of the Easement Areas on Lot B shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

- 3.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot A Owner and its Users shall not have access to any part of Lot B except for those areas as are reasonably intended to be used for the uses for which the Lot B Easement is intended and those parts and features of Lot B which are designed, constructed, suitable and/or intended for use for pedestrian and vehicular (in respect of the Auto Courtyard and Vehicular Access Routes only) access to and egress from such areas.
- 3.03 Benefit and Burden. The easement granted in Section 3.01 will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.

- 3.04 Rules and Regulations. The Lot B Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot B may be accessed or used or enjoyed by the Lot A Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management maintenance, health safety and operation of the Easement Areas on Lot B, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot B Owner as well as to the Lot A Owner. For greater certainty, the Lot B Owner may make rules and regulations in respect to the entirety of the Shared Large Loading Stall, notwithstanding that a portion thereof is located on Lot A.

The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 3.04.

- 3.05 Enjoyment of Easement. The Lot A Owner covenants and agrees with the Lot B Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot B Owner, as owner of Lot B, and more particularly the Easement Areas on Lot B or any person, firm or corporation claiming by, through, under or in trust for the Lot B Owner, as owner of Lot B.

The Lot B Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 3.07(a) hereof, interfere with the use of the Easement Areas on Lot B as herein contemplated and the rights herein granted.

Subject to the provisions of Section 3.07, the Lot B Owner will not materially alter any portion of the Easement Areas on Lot B, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent will not be unreasonably withheld, conditioned or delayed.

- 3.06 Covenants – The Lot B Owner. The Lot B Owner hereby covenants and agrees with the Lot A Owner that:

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot B and those areas for which it is primarily responsible as set forth in Schedule A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Areas on Lot B to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;

- (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
- (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 3.06 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 3.06.

3.07 Reservations and Limitations. Notwithstanding the grant of the Lot B Easement, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner of the Easement Areas on Lot B if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot B as may be required by the Lot B Owner or as the Lot B Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot A Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot B as it may reasonably require or deem expedient;
- (c) Limitations. The Lot A Owner and its Users in exercising the easement to use the Easement Areas on Lot B granted pursuant to Section 3.01 shall:
  - (i) only use and access those portions of the Easement Areas on Lot B for which it is reasonable for them to have access to and the use of and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

3.08 Covenants. The Lot A Owner hereby covenants and agrees with the Lot B Owner, in respect of the Lot B Easement granted to it:

- (d) Minimize Interference with Lot B Owner. It will, in exercising its rights to use the Easement Areas on Lot B:
  - (i) use only those portions of Lot B as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot B by the Lot B Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Areas on Lot B causes any damage to Lot B, forthwith, at its own expense, restore Lot B to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot B;
- (e) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by it of the Easement Areas on Lot B; and
- (f) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot B Owner from time to time pursuant to Section 3.04 hereof in connection with the use of the Easement Areas on Lot B, including the Shared Large Loading Stall (notwithstanding that portion thereof is located on Lot A).

#### 4.00 **Indemnities**

4.01 Indemnities. Each Owner (the “**Indemnitor**”) shall indemnify and save the other Owner (the “**Indemnitee**”) harmless against all loss, damages, costs and liabilities suffered by the Indemnitee, including fees of solicitors and other professional advisors arising out of:

- (a) any breach, violation or non-performance by the Indemnitor or its Users, as the case may be, of any covenant, term or condition contained in this Agreement on its part to be observed or performed; and
- (b) any personal injury, death or property damage occurring in or about the Easement Areas on Lot A and the Easement Areas on Lot B and caused by the Indemnitor in carrying out or failing to carry out the activities or obligations of such party in the Easement Areas on Lot A and the Easement Areas on Lot B by virtue of this Agreement or otherwise including any matter or thing permitted or omitted by the Indemnitor, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities shall be paid by the Indemnitor to the Indemnitee upon the Indemnitee providing proof of loss suffered by it,

except for any indirect, special or consequential damages or loss of profits and except to the extent such personal injury or death, property damage, or other loss or damage is caused by

the act or omission, including negligent acts or omissions or willful misconduct, of the Indemnitee, its Users or any other person for whose conduct the Indemnitee is responsible.

#### 5.00 **Annual Estimated Lot A Easement Areas Costs Budget**

5.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot A Owner will prepare and deliver to the Lot B Owner the Annual Estimated Lot A Easement Areas Costs Budget.

5.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use the Easement Areas on Lot A, the Lot B Owner covenants and agrees with the Lot A Owner to promptly and punctually pay to the Lot A Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot A Easement Areas Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot A Owner requires same, the Lot B Owner shall provide the Lot A Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

Any monthly instalments that remain unpaid when due shall bear interest at the Prime Rate plus 5% per annum, calculated from the due date until paid, compounded monthly, not in advance. The Lot B Strata Corporation will allocate its Proportionate Share of the Annual Estimated Lot A Easement Areas Costs Budget amongst the strata unit owners pro rata based on the unit entitlement of each such strata unit owner.

5.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot A Easement Areas Costs Budget has been prepared and in any event within 90 days of such period ending, the Lot A Owner shall provide the Lot B Owner with a written statement (the “**Annual Actual Lot A Easement Areas Operating Costs Statement**”) certified correct by an officer of the Lot A Owner showing the particulars of the actual Lot A Easement Areas Costs incurred by the Lot A Owner for the preceding fiscal period in reasonable detail, in order to permit the Lot B Owner to determine that the expenditures were reasonably incurred. The Annual Actual Lot A Easement Areas Operating Costs Statement shall also include those amounts already paid by way of monthly instalments by the Lot B Owner, as the case may be, and any money owing by or to the Lot A Owner shall be paid or credited within 30 days of receipt of the said statement. All adjustments shall be based on the reconciliation between the monthly instalments already paid and the Annual Actual Lot A Easement Areas Operating Costs Statement. Any adjusted amounts that are owing and remain unpaid for more than 30 days shall bear interest at the Prime Rate plus 5% calculated from the 31<sup>st</sup> day until paid, compounded monthly, not in advance.

#### 5.04 General

(a) The Lot A Owner agrees to keep accurate accounting records of the Lot A Easement Areas Costs, which records shall be available for inspection or audit at the year end by the Lot B Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot B Owner.

(b) If the Lot B Owner disputes the actual Lot A Easement Areas Costs as shown on the Annual Actual Lot A Easement Areas Costs Statement then it shall so notify the



Lot A Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 5.05 hereof. Failing such notice, the Lot B Owner will be deemed to have accepted such statement.

- (c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot A Easement Areas Costs Budget and shall otherwise be subject to the terms of this Section 5.00

5.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 5.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 5.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 5.00, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 5.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 5.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

5.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot A Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot B Owner pursuant to this Agreement, the Lot B Owner, upon giving the Lot A Owner not less than seven (7) days’ notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

## 6.00 **Annual Estimated Lot B Easement Areas Costs Budget**

6.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot B Owner will prepare and deliver to the Lot A Owner the Annual Estimated Lot B Easement Areas Costs Budget.

6.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use Easement Areas on Lot B, the Lot A Owner covenants and agrees with the Lot B Owner to promptly and punctually pay to the Lot B Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget on the

first day of each and every month during the fiscal period covered by such budget. If the Lot B Owner requires same, the Lot A Owner shall provide the Lot B Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

Any monthly instalments that remain unpaid when due shall bear interest at the Prime Rate plus 5% per annum, calculated from the due date until paid, compounded monthly, not in advance. The Lot A Strata Corporation will allocate its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget amongst the strata unit owners pro rata based on the unit entitlement of each such strata unit owner.

6.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot B Easement Areas Costs Budget has been prepared and in any event within 90 days of such period ending, the Lot B Owner shall provide the Lot A Owner with a written statement (the “**Annual Actual Lot B Easement Areas Costs Statement**”) certified correct by an officer of the Lot B Owner showing the particulars of the actual Lot B Easement Areas Costs incurred by the Lot B Owner for the preceding fiscal period in reasonable detail, in order to permit the Lot A Owner to determine that the expenditures were reasonably incurred. The Annual Actual Lot B Easement Areas Costs Statement shall also include those amounts already paid by way of monthly instalments by the Lot A Owner, as the case may be, and any money owing by or to the Lot B Owner shall be paid or credited within 30 days of receipt of the said statement. All adjustments shall be based on the reconciliation between the monthly instalments already paid and the Annual Actual Lot B Easement Areas Costs Statement. Any adjusted amounts that are owing and remain unpaid for more than 30 days shall bear interest at the Prime Rate plus 5% calculated from the 31<sup>st</sup> day until paid, compounded monthly, not in advance.

6.04 General

(a) The Lot B Owner agrees to keep accurate accounting records of the Lot B Easement Costs, which records shall be available for inspection or audit at the year end by the Lot A Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot A Owner.

(b) If the Lot A Owner disputes the actual Lot B Easement Areas Costs as shown on the Annual Actual Lot B Easement Areas Costs Statement then it shall so notify the Lot B Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 6.05 hereof. Failing such notice, the Lot A Owner will be deemed to have accepted such statement.

(c) Upon the construction of the Commercial Component and the creation of the Commercial Air Space Parcels, the Owner of the Commercial Component shall be required to pay its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget and shall otherwise be subject to the terms of this Section 6.00

6.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 6.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 6.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 6.05, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 6.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 6.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

6.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot B Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot A Owner pursuant to this Agreement, the Lot A Owner, upon giving the Lot B Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

7.00 **Subdivision**

- 7.01 Subject to Section 7.02, if any Parcel is subdivided, including by way of Strata Plan, then the rights, covenants, easements and charges granted hereunder will continue to run with and bind each Subdivided Lot of which any part of any Easement Area or charged property forms a part.
- 7.02 Upon subdivision of a Parcel by a Strata Plan:
  - (a) the Strata Corporation so created shall:
    - (i) perform and observe the parent Owner's covenants herein at the expense of the Strata Corporation and of the Strata Lot owners;
    - (ii) in respect of Lot A, perform and observe the Lot A Owner's covenants and obligations pursuant to the provisions of this Agreement;
    - (iii) in respect of Lot B, perform and observe the Lot B Owner's covenants and obligations pursuant to this Agreement;
    - (iv) enter into an assumption agreement with the other Owner in a form satisfactory to the other Owner, to assume all of the ongoing obligations hereunder and benefit from all of the rights as provided herein;

- (v) take into consideration the content of this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation applicable to Strata Lot owners, and shall cause the Strata Lot owners to comply with the obligations, restrictions and limitations as provided herein;
  - (vi) be responsible for any breach arising from any action or omission of any and all of the Strata Lot owners of the obligations, restrictions and limitations as provided herein; and
  - (vii) be entitled to give all permissions and consents permitted to be given by the Strata Lot owners; and
- (b) the liability of each Strata Lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, shall be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Property Act*.

7.03 Notwithstanding anything to the contrary provided in this Agreement, in the event of a subdivision of Lot B or Lot A, or any of them by the deposit in the Land Title Office of a Strata Plan in accordance with the *Strata Property Act*, the easements herein granted shall be accepted on behalf of the Strata Lot owners by the Strata Corporation created thereby and shall be administered, enforced, modified, or released by the Strata Corporation only and, in particular, without limiting the generality of the foregoing, the Strata Corporation shall make all payments required to be made hereunder and shall receive all payments to be paid hereunder and in respect of any Inspections, Repairs, Maintenance and replacements required hereunder and for obtaining the insurance policies required hereunder. The Strata Lot owners shall not attempt to carry out any of the Inspections, Repairs, Maintenance or replacements contemplated hereunder or to enforce or in any way interfere with the administration by the Strata Corporation created upon the filing of a Strata Plan with respect to Lot A or Lot B, as the case may be, of the easements herein granted for the benefit of Lot B or Lot A, respectively.

## 8.00 **Damage and Destruction**

### 8.01 Owner's obligation to rebuild if not Major Damage.

In the event that the Easement Area in an Owner's Parcel or any part thereof shall at any time be defective or damaged (the "**Damaged Improvements**") such that the Other Owner's easements granted herein are diminished in a material way or are likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, then after receipt from the Other Owner of a written notice to Construct and Repair pursuant to this Section 8.00 (which notice refers to and contains a copy of this Section 8.00), the Owner of the Damaged Improvements shall, within a reasonable period of time following notice thereof from the Other Owner, Construct, Repair and make the Damaged Improvements fit for the purpose of such easements.

### 8.02 Owner's obligation to rebuild and Repair if Major Damage.

In the event that the Damaged Improvements in a Parcel are destroyed or damaged to such extent that Major Damage has occurred, the Owner of the Damaged Improvements shall rebuild or Repair the Damaged Improvements, subject to the receipt of insurance proceeds, or should insurance proceeds be insufficient, the agreement of the respective owners to contribute sufficient funds to complete the restoration and subject to the *Strata Property Act* to the extent applicable, and any requirements of the City. If the Owner of the Damaged Improvements is prevented from rebuilding or Repairing the Damaged Improvements because of the *Strata Property Act*, or requirements of the City, such Owner shall demolish and completely remove the Damaged Improvements and debris from its Parcel and restore its Parcel to a neat and safe condition in a good and workmanlike manner, provided that such Owner shall take reasonable measures to ensure that the improvements constructed on the other Parcel will continue to be functional and safe notwithstanding such demolition and removal.

8.03 Delay in Rebuilding or Repairing.

Subject to Sections 8.01 and 8.02 above, in the event that the Repair or rebuilding of Damaged Improvements is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of the Damaged Improvements shall forthwith take such reasonable action as is necessary to leave the any easement areas situate within its Parcel and the Damaged Improvements in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard.

8.04 Failure to Rebuild or Repair.

If the Owner of any Damaged Improvements fails to fulfill its obligations as set out in Sections 8.01, 8.02, and 8.03, and it has not referred the matter for resolution pursuant to Section 9.05, the Other Owner, upon giving the Owner of the Damaged Improvements not less than 15 days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform the failed obligations and shall be entitled to be reimbursed as provided herein.

8.05 Costs and Expenses.

The cost and expense of any work conducted by the Owner of Damaged Improvements under Sections 8.01, 8.02, and 8.03 hereof shall be included within the Lot A Easement Areas Costs or the Lot B Easement Areas Costs, as the case may be, and shared by the Owners in relation to their Proportionate Share as determined under this Agreement, after taking into account any net insurance proceeds received in connection with such loss or damage and subject to the provisions of Section 5.00 hereof or Section 6.00 hereof, as the case may be.

9.00 **Miscellaneous**

9.01 Runs with the Lands

Once Lot A and Lot B are subdivided, the easements herein granted will continue to run with and bind each subdivided parcel.

9.02 Cessation of Obligations

The covenants of each Owner contained herein will be personal and binding upon that Owner only during its ownership of Lot A or Lot B or any interest therein or in any parcel into which it may be subdivided, as the case may be, but the said lands will nevertheless remain at all times charged herewith to the intent that upon the transfer of any interest in any of Lot A or Lot B or any interest in any parcel into which same may be subdivided by an Owner, that Owner will be freed, released and discharged from the observance and performance thereafter of the covenants on its part in respect of the lands and its part to be observed and performed.

9.03 Reasonableness

The Owners will, at all times, be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.

9.04 Rights of Owner Preserved

Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent the owner of a servient tenement from using the easement areas granted by them hereunder in any manner which does not materially and adversely interfere with, injure or impair the exercise by the owner of the dominant tenement of such easement of its rights hereunder.

9.05 Arbitration

In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision (other than a dispute with respect to determinations and allocations to be made under Section 5.00 which shall be resolved pursuant to Section 5.05 or a dispute with respect to determinations and allocations to be made under Section 6.00 which shall be resolved pursuant to Section 6.05), the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 9.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.

9.06 Waiver

Waiver by any party of any default hereunder by another party will not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.

9.07 Notice

- (a) Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing and will be delivered, telecopied or electronically mailed or sent by postage prepaid mail and addressed, to the intended recipient. The time of receiving any such demand or notice will be deemed to be:
- (i) the day and time of delivery of transmittal (by telecopier or electronic mail), if delivered or sent by telecopier or electronic mail by 4:30 p.m. on a business day (excluding Saturdays Sundays and statutory holidays) to the place of the intended recipient;
  - (ii) by 8:00 a.m. the next business day following the date of such delivery or transmittal (excluding Saturdays Sundays and statutory holidays) if delivered or transmitted by telecopier or electronic mail) after 4:30 p.m. on a business day (excluding Saturdays, Sundays and statutory holidays) to the place of the intended recipient;
- (b) On the fourth day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice will not be effective if sent by mail until it is actually received by the intended recipient.

9.08 Governing Law

This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.

9.09 Further Assurances

The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.

9.10 Entire Agreement

This is the entire agreement between the parties concerning the subject matter of this Agreement.

9.11 Time Is Of Essence

Time will be of the essence of this Agreement.

9.12 Severability

Should any portion of this Agreement be declared or held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, then such portion will be deemed to have been severed from this Agreement and the invalidity or unenforceability thereof will

not affect or render unenforceable or invalid any other provisions of this Agreement, and the rest of this Agreement shall remain in force unamended.

IN WITNESS WHEREOF the parties have executed the Form C attached hereto and forming part hereof on the dates set out thereon.



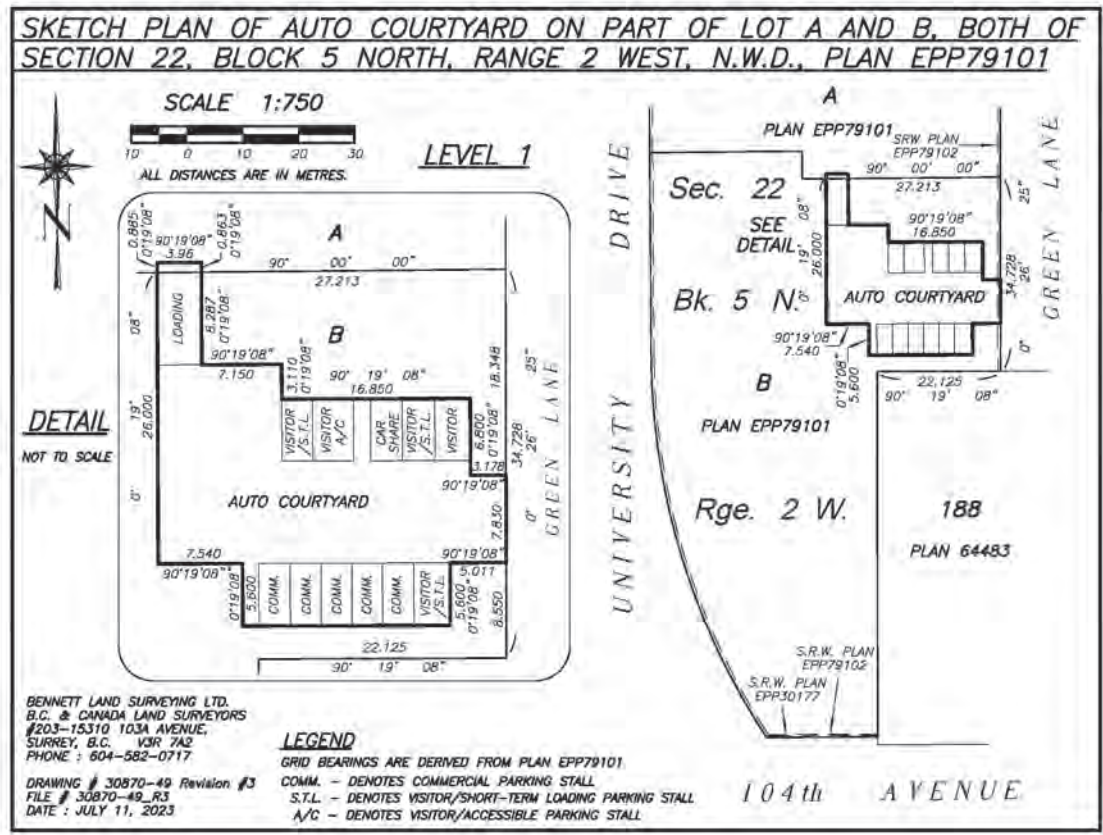
**SCHEDULE A**

**ALLOCATION OF REPAIR AND MAINTENANCE OBLIGATIONS AND COSTS**

<b>Shared Use Areas and Systems</b>	<b>Owner Primarily Responsible for Repairs and Maintenance</b>	<b>Lot A Owner's Share of Costs</b>	<b>Lot B Owner's Share of Costs</b>
<b>Auto Courtyard (including all parking stalls located therein)</b>	<b>Lot B Owner</b>	<b>Lot A Owner's Proportionate Share</b>	<b>Lot B Owner's Proportionate Share</b>
<b>Commercial Plaza Area (including the Public Art Feature therein)</b>	<b>Lot B Owner</b>	<b>Lot A Owner's Proportionate Share</b>	<b>Lot B Owner's Proportionate Share</b>

SCHEDULE B

SKETCH PLAN OF AUTO COURTYARD



**EXHIBIT "BB"**

**FILED NORTH TOWER BIKE PAVILION/  
AUTOMATED PARCEL LOCKERS/CONCIERGE AND SECURITY DESK EASEMENT**

[See Attached]



1. Application

Document Fees: \$156.34

**Andrea Hang, Legal Administrative Assistant, BOSA PROPERTIES INC.  
 1201 - 838 West Hastings Street  
 Vancouver BC V6C 0A6  
 6042991363**

UD Lands | Reciprocal Easement re: North Tower Pavilion, Automated Parcel Lockers and Concierge/Security Desk

2. Description of Land

PID/Plan Number	Legal Description
<b>030-861-918</b>	<b>LOT A SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101</b>
<b>030-861-926</b>	<b>LOT B SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN EPP79101 EXCEPT AIR SPACE PLAN EPP115038</b>

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.01</b>  <b>Dominant Lands: PID: 030-861-926 Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101 Except Air Space Plan EPP115038</b>
<b>EASEMENT</b>		<b>Section 3.01</b>  <b>Dominant Lands: PID: 030-861-918 Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101</b>

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC0914328, AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101**

6. Transferee(s)

**BLUESKY PROPERTIES (UD LANDS) INC.** BC0914328  
 1201 - 838 WEST HASTINGS STREET  
 VANCOUVER BC V6C 0A6  
 AS REGISTERED OWNER OF LOT A PLAN EPP79101 AND LOT B PLAN EPP79101

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**CHRISTY-ANN JORDAAN**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
#1100 - 838 WEST HASTINGS STREET  
VANCOUVER BC V6C 0A6

YYYY-MM-DD  
  
**2023-07-24**

**BLUESKY PROPERTIES (UD LANDS) INC.**  
As Registered Owner of Lot A Plan EPP79101 and Lot B Plan EPP79101  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name: DALE BOSA**

TEL: 604.299.1363

Commission Expires: March 31, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Anna Pogosjan**  
**F1CVUU**

Digitally signed by  
Anna Pogosjan F1CVUU  
Date: 2023-08-01  
21:28:33 -07:00

**TERMS OF INSTRUMENT – PART 2**

**RECIPROCAL EASEMENT  
RE: NORTH TOWER BIKE PAVILION,  
AUTOMATED PARCEL LOCKERS AND  
CONCIERGE/SECURITY DESK**

THIS AGREEMENT dated for reference the date on which this Agreement is deposited for registration in the Land Title Office.

AMONG:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(in its capacity as the registered owner of Lot A, the “**Lot A Owner**”)

AND:

**BLUESKY PROPERTIES (UD LANDS) INC.** (Incorporation No. BC0914328), having an office at 1201 – 838 West Hastings Street, Vancouver, B.C. V6C 0A6

(in its capacity as the registered owner of Lot B, the “**Lot B Owner**”, and together with the Lot A Owner, the “**Owners**”, and each, an “**Owner**”)

WHEREAS:

- A. The Lot A Owner is the registered owner in fee simple of the lands and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-918  
Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(“**Lot A**”);

- B. The Lot B Owner is the registered owner in fee simple of all and singular those certain parcels or tracts of land and premises situate in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 030-861-926  
Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101  
Except Air Space Plan EPP115038

(“**Lot B**”);

- C. The Lot A Owner intends to construct the Lot A Building on Lot A, all as herein defined;
- D. The Lot B Owner intends to develop the Lot B Building on Lot B, all as herein defined;

- E. The Lot A Owner wishes to grant certain rights and easements to the Lot B Owner;
- F. The Lot B Owner wishes to grant certain rights and easements to the Lot A Owner; and
- G. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant itself an easement over land that it owns for the benefit of other land that it owns in fee simple.

NOW THEREFORE in consideration of the premises and the sum of Ten (\$10.00) Dollars paid by each of the parties hereto to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and will not be denied, the parties hereto agree as follows:

## 1.00 Interpretation

### 1.01 Definitions

The parties agree that in this Agreement, the following terms have the meaning ascribed to them unless the context otherwise requires:

- (a) **“Agreement”** means this agreement, including its recitals and schedules, all as may be amended in writing from time to time;
- (b) **“Annual Actual Lot A Easement Areas Costs Statement”** has the meaning ascribed thereto in Section 5.03;
- (c) **“Annual Actual Lot B Easement Areas Costs Statement”** has the meaning ascribed thereto in Section 6.03;
- (d) **“Annual Estimated Lot A Easement Areas Costs Budget”** means the annual operating costs budget prepared by the Lot A Owner for the Easement Areas on Lot A;
- (e) **“Annual Estimated Lot B Easement Areas Costs Budget”** means the annual operating costs budget prepared by the Lot B Owner for the Easement Areas on Lot B;
- (f) **“Automated Parcel Lockers”** means the automated parcel lockers intended for the shared use of the residential owners and occupants of the Lot A Building and the Lot B Building, located in the Lot B Building amenity facility lobby area, or such other location as may be determined by the Lot A Owner and the Lot B Owner, each acting reasonably
- (g) **“Buildings”** means the Lot A Building and the Lot B Building;
- (h) **“Concierge/Security Services Desk”** means the central operations desk for the shared concierge and security services for the Lot A Building and the Lot B Building, located in the Lot B Building amenity facility lobby area, or such other location as may be determined by the Lot A Owner and the Lot B Owner, each acting reasonably;

- (i) **“Construct”** means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, repair, remove or renew and all activities or other work incidental or related thereto and **“Constructing”**, **“Construction”** and **“Constructed”** have a corresponding meaning;
- (j) **“Damaged Improvements”** has the meaning ascribed thereto in Section 8.01;
- (k) **“Easement Area”** means, in respect of any Parcel, areas used for or in respect of any easements and rights on such Parcel granted by the Owner of such Parcel in favour of the Other Owner, and **“Easement Areas”** means all such areas, as the context requires;
- (l) **“Inspect”** means to inspect, test or examine any Parcel from time to time for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent to such Parcel, or for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of such other Parcel, and **“Inspect”**, **“Inspected”** and **“Inspecting”** have corresponding meanings;
- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended and replaced from time to time;
- (n) **“Land Title Office”** means the New Westminster Land Title Office;
- (o) **“Lands”** means, together, Lot A and Lot B;
- (p) **“Lot A”** means those certain lands situate in the City of Surrey upon which the Lot A Building will be constructed and legally described in Recital A;
- (q) **“Lot A Bike Pavilion”** means the at grade secure bicycle storage area located on Lot A, as shown cross hatched on the sketch plan hereto attached as Schedule A;
- (r) **“Lot A Building”** means the 28 storey residential concrete highrise building with ground floor townhouses containing 322 residential strata lots and common property including the Easement Areas on Lot A, all to be constructed on Lot A;
- (s) **“Lot A Easement”** means the easement granted by the Lot A Owner to the Lot B Owner to use the Easement Areas on Lot A pursuant to Section 2.01 hereof;
- (t) **“Lot A Easement Areas Costs”** means the aggregate, without duplication, of all costs incurred by the Lot A Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot A;
- (u) **“Lot A Owner”** means the registered owner from time to time of Lot A and any Parcel into which Lot A is subdivided, and its successors and assigns and includes, where the context requires, the Lot A Strata Corporation or the owner of the Lot A Strata Lots;



- (v) **“Lot B”** means those certain lands situate in the City of Surrey upon which the Lot B Building will be constructed and legally described in Recital B;
- (w) **“Lot B Building”** means the 38 storey concrete highrise building with ground floor townhouses containing 431 residential strata lots and common property including Easement Areas on Lot B, all of which may be constructed on Lot B;
- (x) **“Lot B Easement”** means the easement granted by the Lot B Owner to the Lot A Owner to use the Easement Areas on Lot B pursuant to Section 3.01 hereof;
- (y) **“Lot B Easement Areas Costs”** means the aggregate, without duplication, of all costs incurred by the Lot B Strata Corporation, as reasonably required or appropriate in Inspecting, operating, Constructing, Maintaining and Repairing the Easement Areas on Lot B;
- (z) **“Lot B Owner”** means the registered owner from time to time of Lot B and any Parcel into which Lot B is subdivided, and its successors and assigns and includes, where the context requires, the Lot B Strata Corporation or the owner of the Lot B Strata Lots;
- (aa) **“Maintain”** means to keep in a good and proper state of repair, normal wear and tear excepted, and in a clean and safe condition including, without limiting the generality of the foregoing, cleaning, pressure washing, painting and resurfacing, as would a prudent owner from time to time, and **“Maintenance”**, **“Maintained”** and **“Maintaining”** have corresponding meanings;
- (bb) **“Major Damage”** in respect of a Parcel occurs when:
  - (i) the Damaged Improvements on such Parcel are damaged or destroyed to the extent that the benefit and use of the easements granted herein to the Other Owner are diminished or are likely to be diminished in a material way and based on the opinion of a certified professional chosen by the Owner of the Parcel containing the Damaged Improvements, such damage or destruction cannot reasonably be Repaired or renewed within 90 days after the date such damage or destruction occurred;
  - (ii) the Damaged Improvements on such Parcel are condemned; or
  - (iii) the insurers for the Owner of the Parcel containing the Damaged Improvements, pursuant to policies of insurance maintained in accordance with this Agreement, elect to treat the Damaged Improvements as a total loss,

provided that the determination of the extent of damage or destruction as provided in this Agreement shall be made by a certified professional chosen by the Lot A Owner;
- (cc) **“Other Owner”** means, vis à vis any Owner, as an owner of a Parcel, the Owner of the Other Parcel;

- (dd) **“Other Parcel”** means, vis à vis any Parcel, the other Parcel;
- (ee) **“Parcel”** means individually Lot A, Lot B and any Strata Lot or any parcel into which any of the foregoing are subdivided into, and **“Parcels”** means two or more of them as them as the context requires;
- (ff) **“Prime Rate”** means the annual rate of interest announced from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, or such other bank as selected by the Lot B Owner from time to time, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;
- (gg) **“Proportionate Share”** means in respect of the Lot A Strata Corporation and the Lot B Strata Corporation, the contribution required to be made by them pursuant to Section 5.00 towards payment of the Lot A Easement Areas Costs and pursuant to Section 6.00 towards payment of the Lot B Easement Areas Costs which, in each case, will be the percentage of such costs derived from the following ratios:
- (A) For Lot A Strata Corporation:
- Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan); and
- (B) For the Lot B Strata Corporation
- Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan ÷ (Total Unit Entitlement of all Strata Lots in the Lot A Strata Plan + Total Unit Entitlement of all Strata Lots in the Lot B Strata Plan);
- (hh) **“Repair”** means:
- (i) to remedy any defect and to repair any damage to any part of a Parcel; or
- (ii) to take any action reasonably necessary to remedy any failure of a Parcel owner to provide another Parcel owner’s easements and rights, as granted hereunder,
- and **“Repaired”** and **“Repairing”** have corresponding meanings;
- (ii) **“Strata Corporation”** means the strata corporation created with respect to Lot A or Lot B, as the case may be, by deposit of the Strata Plan;
- (jj) **“Strata Lot Owners”** means, from time to time, the registered owners of Strata Lots and **“Strata Lot Owner”** means any one of them;
- (kk) **“Strata Lots”** means the strata lots created upon deposit of the Strata Plan which subdivides Lot A or Lot B into Strata Lots and common property in accordance with the provisions of the *Strata Property Act* and **“Strata Lot”** means any one of such Strata Lots;

- (ll) “**Strata Plan**” means the strata plan subdividing Lot A or Lot B, as the case may be, into Strata Lots and common property in accordance with the provisions of the *Strata Property Act*;
- (mm) “**Strata Property Act**” means the *Strata Property Act*, S.B.C. 1998, c. 43 and amendments thereto and re-enactments thereof; and
- (nn) “**Users**” means the owners, tenants and occupants including, without limitation, any strata unit owners, from time to time of all or any part of a Parcel and their respective employees, servants, workers, agents, officers, contractors, consultants, licensees and invitees whether their authorization to access is implied or expressed unless any of such employees, servants, agents, officers, contractors, licensees or invitees are expressly not authorized.

#### 1.02 Interpretation

Whenever the singular or the masculine or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows.

#### 1.03 Headings

The inclusion of headings and clause titles is for convenience only and shall not affect the construction or interpretation of this Agreement;

#### 1.04 Reference to Enactments

Reference in this Agreement to any enactment, including laws of the City, is a reference to that enactment as amended, revised, consolidated or replaced.

#### 1.05 Schedules

The following schedules are attached and form part of this Agreement:

Schedule A – Lot A Bike Pavilion Sketch Plan

### 2.00 **Lot A Easement**

2.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot A Owner hereby grants to the Lot B Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot A in common with the Lot A Owner and its successors, as owner of Lot A:

- (a) to enter, go, pass and repass and use the Lot A Bike Pavilion at such times as the Lot A Owner may specify provided same specified hours apply to its own usage of the Lot A Bike Pavilion, for the purpose of using and enjoying the same to park and store bicycles, but subject always to the reservations and limitations herein contained; and

- (b) to do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 2.01.

The Lot B Owner's and its successors' and assigns' use of the Easement Areas on Lot A shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

- 2.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot B Owner and its Users shall not have access to any part of Lot A except for those areas as are reasonably intended to be used for the uses for which the Lot A Easement is intended and those parts and features of Lot A (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas, elevators corridors, stairs and stairwells) which are designed, constructed, suitable and/or intended for use for pedestrian access to and egress from the Easement Areas on Lot A.
- 2.03 Benefit and Burden. The easement granted in Section 2.01 will be appurtenant to and for the benefit of Lot B and will charge and be a burden upon and run with Lot A.
- 2.04 Secured Areas. Notwithstanding any provision herein, the Lot B Owner acknowledges, covenants and agrees with the Lot A Owner that, despite the easement rights granted to it to use Lot A pursuant to Section 2.01, certain areas of Lot A may be secured areas and accessible only by key, fob, access card or other similar device ("**Lot A Access Device**") and if a User of Lot B does not have an Lot A Access Device to access any such areas (or alternatively, such User's Lot A Access Device is not programmed to permit access), then such access shall only be conducted under escort by the property manager or other authorized personnel of the Lot A Owner or at the discretion of such person by requiring such User to obtain a Lot A Access Device.
- 2.05 Rules and Regulations. The Lot A Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot A may be accessed or used or enjoyed by the Lot B Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management, maintenance, health, safety and operation of the Easement Areas on Lot A, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot A Owner as well as to the Lot B Owner.
- The Lot B Owner covenants and agrees with the Lot A Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 2.05.
- 2.06 Enjoyment of Easement. The Lot B Owner covenants and agrees with the Lot A Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot A Owner, as owner of Lot A, and more particularly the Easement Areas on Lot A or any person, firm or corporation claiming by, through, under or in trust for the Lot A Owner, as owner of Lot A.

The Lot A Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 2.08(a) hereof, interfere with the use of the Easement Areas on Lot A as herein contemplated and the rights herein granted.

Subject to the provisions of Section 2.08, the Lot A Owner will not materially alter any portion of the Easement Areas on Lot A, whether or not with respect to any other lands, without the prior written consent of the Lot B Owner, which consent will not be unreasonably withheld, conditioned or delayed.

2.07 Covenants – The Lot A Owner. The Lot A Owner hereby covenants and agrees with the Lot B Owner that:

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot A in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Areas on Lot A to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot A Owner and the Lot B Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
  - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and
  - (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 2.07 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 2.07.

2.08 Reservations and Limitations. Notwithstanding the grant of the Lot A Easement, there is hereby reserved to the Lot A Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot B Owner of the Easement Areas on Lot A if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot A as may be required by the Lot A Owner or

as the Lot A Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible, and that reasonable notice of the interruption is delivered to the Lot B Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot B Building will be sufficient notice of such interruption;

- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot A as it may reasonably require or deem expedient;
- (c) Limitations. The Lot B Owner and its Users in exercising the easement to use the Easement Areas on Lot A granted pursuant to Section 2.01 shall:
  - (i) only use and access those portions of Lot A for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto, and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

2.09 Covenants. The Lot B Owner hereby covenants and agrees with the Lot A Owner, in respect of the Lot A Easement granted to it:

- (a) Minimize Interference with Lot A Owner. It will, in exercising its rights to use the Easement Areas on Lot A:
  - (i) use only those portions of Lot A as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot A by the Lot A Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Areas on Lot A causes any damage to Lot A, forthwith, at its own expense, restore Lot A to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot A;
- (b) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot A Owner arising out of any use by it of the Easement Areas on Lot A; and

- (c) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot A Owner from time to time pursuant to Section 2.05 hereof in connection with the use of the Easement Areas on Lot A.

### 3.00 **Lot B Easement**

3.01 Grant of Easement. Subject to the terms and conditions of this Agreement, the Lot B Owner hereby grants to the Lot A Owner and its Users, the non-exclusive, full, free and uninterrupted right, liberty and easement in, over, within and through Lot B in common with the Lot B Owner and its successors, as owner of Lot B, at all times and from time to time:

- (a) to enter, exit, go, remain in, pass and re-pass, at any time, on foot or by wheelchair or other similar aids and means of conveyance, in, over, through and upon those parts of Lot B (including the Lot B Building), as may be reasonably necessary to access the Concierge Desk and the Automated Parcel Lockers;
- (b) to do all acts, things and matters reasonably necessary for or incidental to the exercise of the rights granted in this Section 3.01.

The Lot A Owner's and its successors' and assigns' use of the Easement Areas on Lot B shall be irrefutable evidence of its agreement to assume the positive covenants on its part to be observed and performed herein.

3.02 Area Restriction. Notwithstanding anything herein contained to the contrary, the Lot A Owner and its Users shall not have access to any part of Lot B except for those areas as are reasonably intended to be used for the uses for which the Lot B Easement is intended and those parts and features of Lot B (including, without limitation, all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas, elevators corridors, stairs and stairwells) which are designed, constructed, suitable and/or intended for use for pedestrian access to and egress from such areas.

3.03 Benefit and Burden. The easement granted in Section 3.01 will be appurtenant to and for the benefit of Lot A and will charge and be a burden upon and run with Lot B.

3.04 Secured Areas. Notwithstanding any provision herein, the Lot A Owner acknowledges, covenants and agrees with the Lot B Owner that, despite the easement rights granted to it to use Lot B pursuant to Section 3.01, certain areas of Lot B may be secured areas and accessible only by key, fob, access card or other similar device ("**Lot B Access Device**") and if a User of Lot A does not have an Lot B Access Device to access any such areas (or alternatively, such User's Lot B Access Device is not programmed to permit access), then such access shall only be conducted under escort by the property manager or other authorized personnel of the Lot B Owner or at the discretion of such person by requiring such User to obtain a Lot B Access Device.

3.05 Rules and Regulations. The Lot B Owner may from time to time make reasonable rules and regulations governing, restricting or affecting the manner in which Lot B may be accessed or used or enjoyed by the Lot A Owner, may amend and rescind the same from time to time and may take all reasonable actions and impose such fines as may reasonably be necessary to enforce or prevent any breach of such rules and regulations; provided that such rules and regulations are solely for the purpose of reasonably regulating the hours of use, security,

enjoyment, access, safety, cleanliness, management maintenance, health safety and operation of the Easement Areas on Lot B, and PROVIDED ALWAYS that such rules and regulations must apply equally to the Lot B Owner as well as to the Lot A Owner.

The Lot A Owner covenants and agrees with the Lot B Owner to observe and obey such rules and regulations enacted from time to time pursuant to this Section 3.05.

- 3.06 Enjoyment of Easement. The Lot A Owner covenants and agrees with the Lot B Owner and upon it performing and observing the terms, covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted, without hindrance, molestation or interruption on the part of the Lot B Owner, as owner of Lot B, and more particularly the Easement Areas on Lot B or any person, firm or corporation claiming by, through, under or in trust for the Lot B Owner, as owner of Lot B.

The Lot B Owner will not, except in the case of emergency or temporarily, and only in accordance with Section 3.08(a) hereof, interfere with the use of the Easement Areas on Lot B as herein contemplated and the rights herein granted.

Subject to the provisions of Section 3.08, the Lot B Owner will not materially alter any portion of the Easement Areas on Lot B, whether or not with respect to any other lands, without the prior written consent of the Lot A Owner, which consent will not be unreasonably withheld, conditioned or delayed.

- 3.07 Covenants – The Lot B Owner. The Lot B Owner hereby covenants and agrees with the Lot A Owner that:

- (a) except as specifically set forth herein, it will well and substantially Repair, Maintain, paint, mend, renew and replace the Easement Areas on Lot B in first class condition and working order as a prudent owner would do so as to ensure that at all times the Lot A Easement can be fully exercised as intended hereby;
- (b) it will take out or cause to be taken out and keep or cause to be kept in force at all times, comprehensive public liability insurance in respect of claims for personal injury, death or property damage arising out of any one occurrence in the Easement Areas on Lot B to an amount not less than \$5,000,000 or such higher amounts from time to time as may become customary for comparable facilities in the City and which policy must:
  - (i) name each of the Lot B Owner and the Lot A Owner as a named insured under the policy;
  - (ii) prohibit the insurer from exercising any right of subrogation against any named insured;
  - (iii) afford protection to all in respect of cross-liability and to provide that the coverage under the policy shall not be cancelled or any provisions changed or deleted unless thirty (30) days prior written notice is given to each named insured by the insurer; and



- (iv) deliver to each named insured a copy of the insurance policy required pursuant to this Section 3.07 and provide from time to time, upon request, proof that all premiums under the policy required to be maintained by them have been paid and that it is in full force and effect and contains the terms and conditions set out in this Section 3.07.

3.08 Reservations and Limitations. Notwithstanding the grant of the Lot B Easement, there is hereby reserved to the Lot B Owner in respect of the aforesaid easement, subject to the restrictions and limitations herein set forth, the right at all times hereafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the access, use and enjoyment by the Lot A Owner of the Easement Areas on Lot B if such temporary interruption is reasonably required to facilitate the Inspection, Maintenance, Construction or Repair of the Easement Areas on Lot B as may be required by the Lot B Owner or as the Lot B Owner may deem expedient, provided that such temporary interruption is as short as reasonably possible and that reasonable notice of the interruption is delivered to the Lot A Owner (except in the case of emergency when no notice is required). For greater certainty, posting such notices in the elevator or lobby areas of the Lot A Building will be sufficient notice of such interruption;
- (b) Construction. To Inspect, Maintain, Construct or Repair any improvement on or about or forming part of the Easement Areas on Lot B as it may reasonably require or deem expedient;
- (c) Limitations. The Lot A Owner and its Users in exercising the easement to use the Easement Areas on Lot B granted pursuant to Section 3.01 shall:
  - (i) only use and access those portions of the Easement Areas on Lot B for which it is reasonable for them to have access to and the use of and not use any electrical, plumbing, mechanical and HVAC systems and the areas and related hallways in which they are contained or access is given thereto, and to the extent that such rights, liberties and easements granted herein for their benefit are not required by them, then they shall not exercise such rights, liberties and easements; and
  - (ii) at all times act in a reasonable and fair manner, with the intent that in the exercise of the rights, liberties and easements granted herein, they shall not exploit, misuse or abuse any of the rights liberties and easements granted to them, and where a reasonable alternative exists and in light of which, it is not necessary for them to exercise any of the rights, liberties and easements granted herein, then they shall endeavor to use such reasonable alternatives.

3.09 Covenants. The Lot A Owner hereby covenants and agrees with the Lot B Owner, in respect of the Lot B Easement granted to it:

- (d) Minimize Interference with Lot B Owner. It will, in exercising its rights to use the Easement Areas on Lot B:

- (i) use only those portions of Lot B as may be reasonably required for the purposes of such easement;
  - (ii) use all reasonable efforts to cause as little interference as possible with the use and enjoyment of Lot B by the Lot B Owner; and
  - (iii) if the exercise of such rights and easement to use the Easement Areas on Lot B causes any damage to Lot B, forthwith, at its own expense, restore Lot B to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise by it of the rights and easement granted to it to use the Easement Areas on Lot B;
- (e) Minimize Nuisance. It will use all reasonable efforts to minimize the nuisance and inconvenience to the occupants of the Lot B Owner arising out of any use by it of the Easement Areas on Lot B; and
  - (f) Rules and Regulations. It will abide by any rules, regulations and security arrangements established by the Lot B Owner from time to time pursuant to Section 3.05 hereof in connection with the use of the Easement Areas on Lot B.

#### 4.00 **Indemnities**

4.01 Indemnities. Each Owner (the “**Indemnitor**”) shall indemnify and save the other Owner (the “**Indemnitee**”) harmless against all loss, damages, costs and liabilities suffered by the Indemnitee, including fees of solicitors and other professional advisors arising out of:

- (a) any breach, violation or non-performance by the Indemnitor or its Users, as the case may be, of any covenant, term or condition contained in this Agreement on its part to be observed or performed; and
- (b) any personal injury, death or property damage occurring in or about the Easement Areas on Lot A and the Easement Areas on Lot B and caused by the Indemnitor in carrying out or failing to carry out the activities or obligations of such party in the Easement Areas on Lot A and the Easement Areas on Lot B by virtue of this Agreement or otherwise including any matter or thing permitted or omitted by the Indemnitor, its servants, agents, contractors or subcontractors and the amount of that loss, damage, costs and liabilities shall be paid by the Indemnitor to the Indemnitee upon the Indemnitee providing proof of loss suffered by it,

except for any indirect, special or consequential damages or loss of profits and except to the extent such personal injury or death, property damage, or other loss or damage is caused by the act or omission, including negligent acts or omissions or willful misconduct, of the Indemnitee, its Users or any other person for whose conduct the Indemnitee is responsible.

#### 5.00 **Annual Estimated Lot A Easement Areas Costs Budget**

5.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot A Owner will prepare and deliver to the Lot B Owner the Annual Estimated Lot A Easement Areas Costs Budget.

- 5.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use the Easement Areas on Lot A, the Lot B Owner covenants and agrees with the Lot A Owner to promptly and punctually pay to the Lot A Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot A Easement Areas Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot A Owner requires same, the Lot B Owner shall provide the Lot A Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

Any monthly instalments that remain unpaid when due shall bear interest at the Prime Rate plus 5% per annum, calculated from the due date until paid, compounded monthly, not in advance. The Lot B Strata Corporation will allocate its Proportionate Share of the Annual Estimated Lot A Easement Areas Costs Budget amongst the strata unit owners pro rata based on the unit entitlement of each such strata unit owner.

- 5.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot A Easement Areas Costs Budget has been prepared and in any event within 90 days of such period ending, the Lot A Owner shall provide the Lot B Owner with a written statement (the “**Annual Actual Lot A Easement Areas Operating Costs Statement**”) certified correct by an officer of the Lot A Owner showing the particulars of the actual Lot A Easement Areas Costs incurred by the Lot A Owner for the preceding fiscal period in reasonable detail, in order to permit the Lot B Owner to determine that the expenditures were reasonably incurred. The Annual Actual Lot A Easement Areas Operating Costs Statement shall also include those amounts already paid by way of monthly instalments by the Lot B Owner, as the case may be, and any money owing by or to the Lot A Owner shall be paid or credited within 30 days of receipt of the said statement. All adjustments shall be based on the reconciliation between the monthly instalments already paid and the Annual Actual Lot A Easement Areas Operating Costs Statement. Any adjusted amounts that are owing and remain unpaid for more than 30 days shall bear interest at the Prime Rate plus 5% calculated from the 31<sup>st</sup> day until paid, compounded monthly, not in advance.

5.04 General

- (a) The Lot A Owner agrees to keep accurate accounting records of the Lot A Easement Areas Costs, which records shall be available for inspection or audit at the year end by the Lot B Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot B Owner.
- (b) If the Lot B Owner disputes the actual Lot A Easement Areas Costs as shown on the Annual Actual Lot A Easement Areas Costs Statement then it shall so notify the Lot A Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 5.05 hereof. Failing such notice, the Lot B Owner will be deemed to have accepted such statement.

- 5.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 5.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 5.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 5.00, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 5.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 5.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

5.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot A Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot B Owner pursuant to this Agreement, the Lot B Owner, upon giving the Lot A Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

6.00 **Annual Estimated Lot B Easement Areas Costs Budget**

6.01 Budget. Prior to November 30<sup>th</sup> of each calendar year commencing with the calendar year in which the Buildings have been constructed, the Lot B Owner will prepare and deliver to the Lot A Owner the Annual Estimated Lot B Easement Areas Costs Budget.

6.02 Reimbursement. Fundamental to and as a condition of the grant of easement to use Easement Areas on Lot B, the Lot A Owner covenants and agrees with the Lot B Owner to promptly and punctually pay to the Lot B Owner, or as it may direct, one-twelfth (1/12) of its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget on the first day of each and every month during the fiscal period covered by such budget. If the Lot B Owner requires same, the Lot A Owner shall provide the Lot B Owner with post-dated cheques dated the first day of each month during the said fiscal period in the estimated amount or a pre-authorized cheque authorization permitting the automatic withdrawal of the required amount from the bank account of the payee.

Any monthly instalments that remain unpaid when due shall bear interest at the Prime Rate plus 5% per annum, calculated from the due date until paid, compounded monthly, not in advance. The Lot A Strata Corporation will allocate its Proportionate Share of the Annual Estimated Lot B Easement Areas Costs Budget amongst the strata unit owners pro rata based on the unit entitlement of each such strata unit owner.

6.03 Budget Reconciliation. As soon as reasonably possible after the end of the fiscal period for which the Annual Estimated Lot B Easement Areas Costs Budget has been prepared and in

any event within 90 days of such period ending, the Lot B Owner shall provide the Lot A Owner with a written statement (the “**Annual Actual Lot B Easement Areas Costs Statement**”) certified correct by an officer of the Lot B Owner showing the particulars of the actual Lot B Easement Areas Costs incurred by the Lot B Owner for the preceding fiscal period in reasonable detail, in order to permit the Lot A Owner to determine that the expenditures were reasonably incurred. The Annual Actual Lot B Easement Areas Costs Statement shall also include those amounts already paid by way of monthly instalments by the Lot A Owner, as the case may be, and any money owing by or to the Lot B Owner shall be paid or credited within 30 days of receipt of the said statement. All adjustments shall be based on the reconciliation between the monthly instalments already paid and the Annual Actual Lot B Easement Areas Costs Statement. Any adjusted amounts that are owing and remain unpaid for more than 30 days shall bear interest at the Prime Rate plus 5% calculated from the 31<sup>st</sup> day until paid, compounded monthly, not in advance.

6.04 General

- (a) The Lot B Owner agrees to keep accurate accounting records of the Lot B Easement Costs, which records shall be available for inspection or audit at the year end by the Lot A Owner, upon 30 days notice, at reasonable times and such records will be kept 2 years with the inspection costs to be at the expense of the Lot A Owner.
- (b) If the Lot A Owner disputes the actual Lot B Easement Areas Costs as shown on the Annual Actual Lot B Easement Areas Costs Statement then it shall so notify the Lot B Owner within 30 days of receipt of such statement and the dispute will be settled in the manner set out in Section 6.05 hereof. Failing such notice, the Lot A Owner will be deemed to have accepted such statement.

6.05 Settlement of Disputes. All decisions, determinations and allocations to be made under this Section 6.05 by agreement between the Lot A Owner and the Lot B Owner which are not made or resolved to their satisfaction (the “**Disputes**”, and each a “**Dispute**”) shall be settled in accordance with the requirements of this Section 6.05 as follows:

- (a) immediately after a Dispute arises between the parties as to their respective rights and obligations under this Section 6.05, the disputing party shall, as soon as practicable, give written notice of such Dispute to the other party setting forth particulars of the Dispute and the value of the amount claimed. The time requirement for notification provided for in Section 9.07 shall not be considered to have been modified by this Section 6.05. The other party shall reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the parties shall then refer such Dispute to non binding mediation before a single mediator to be chosen jointly by them. Failing agreement as to such mediator, then the single mediator shall be chosen by reference to a Judge of the Supreme Court of British Columbia; and
- (c) failing a settlement of the Dispute pursuant to Section 6.05(b), the matter will referred to binding arbitration pursuant to Section 9.05 hereof.

6.06 Failure to Fulfil Obligation to Maintain and Repair

If the Lot B Owner fails to fulfil its obligations to Inspect, Maintain and Repair as set out in this Agreement and such failure interferes in a material way with the easements granted to the Lot A Owner pursuant to this Agreement, the Lot A Owner, upon giving the Lot B Owner not less than seven (7) days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform such Inspection, Maintenance and Repairs and shall be entitled to be reimbursed therefor.

## 7.00 Subdivision

7.01 Subject to Section 7.02, if any Parcel is subdivided, including by way of Strata Plan, then the rights, covenants, easements and charges granted hereunder will continue to run with and bind each Subdivided Lot of which any part of any Easement Area or charged property forms a part.

7.02 Upon subdivision of a Parcel by a Strata Plan:

- (a) the Strata Corporation so created shall:
  - (i) perform and observe the parent Owner's covenants herein at the expense of the Strata Corporation and of the Strata Lot owners;
  - (ii) in respect of Lot A, perform and observe the Lot A Owner's covenants and obligations pursuant to the provisions of this Agreement;
  - (iii) in respect of Lot B, perform and observe the Lot B Owner's covenants and obligations pursuant to this Agreement;
  - (iv) enter into an assumption agreement with the other Owner in a form satisfactory to the other Owner, to assume all of the ongoing obligations hereunder and benefit from all of the rights as provided herein;
  - (v) take into consideration the content of this Agreement when creating, amending or rescinding the bylaws, rules and regulations of the Strata Corporation applicable to Strata Lot owners, and shall cause the Strata Lot owners to comply with the obligations, restrictions and limitations as provided herein;
  - (vi) be responsible for any breach arising from any action or omission of any and all of the Strata Lot owners of the obligations, restrictions and limitations as provided herein; and
  - (vii) be entitled to give all permissions and consents permitted to be given by the Strata Lot owners; and
- (b) the liability of each Strata Lot owner to pay any costs and expenses of the Owner of the stratified Parcel, as provided herein, shall be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Property Act*.

- 7.03 Notwithstanding anything to the contrary provided in this Agreement, in the event of a subdivision of Lot B or Lot A, or any of them by the deposit in the Land Title Office of a Strata Plan in accordance with the *Strata Property Act*, the easements herein granted shall be accepted on behalf of the Strata Lot owners by the Strata Corporation created thereby and shall be administered, enforced, modified, or released by the Strata Corporation only and, in particular, without limiting the generality of the foregoing, the Strata Corporation shall make all payments required to be made hereunder and shall receive all payments to be paid hereunder and in respect of any Inspections, Repairs, Maintenance and replacements required hereunder and for obtaining the insurance policies required hereunder. The Strata Lot owners shall not attempt to carry out any of the Inspections, Repairs, Maintenance or replacements contemplated hereunder or to enforce or in any way interfere with the administration by the Strata Corporation created upon the filing of a Strata Plan with respect to Lot A or Lot B, as the case may be, of the easements herein granted for the benefit of Lot B or Lot A, respectively.

## 8.00 **Damage and Destruction**

### 8.01 Owner's obligation to rebuild if not Major Damage.

In the event that the Easement Area in an Owner's Parcel or any part thereof shall at any time be defective or damaged (the "**Damaged Improvements**") such that the Other Owner's easements granted herein are diminished in a material way or are likely to be diminished in a material way, but the Damaged Improvements have not suffered Major Damage, then after receipt from the Other Owner of a written notice to Construct and Repair pursuant to this Section 8.00 (which notice refers to and contains a copy of this Section 8.00), the Owner of the Damaged Improvements shall, within a reasonable period of time following notice thereof from the Other Owner, Construct, Repair and make the Damaged Improvements fit for the purpose of such easements.

### 8.02 Owner's obligation to rebuild and Repair if Major Damage.

In the event that the Damaged Improvements in a Parcel are destroyed or damaged to such extent that Major Damage has occurred, the Owner of the Damaged Improvements shall rebuild or Repair the Damaged Improvements, subject to the receipt of insurance proceeds, or should insurance proceeds be insufficient, the agreement of the respective owners to contribute sufficient funds to complete the restoration and subject to the *Strata Property Act* to the extent applicable, and any requirements of the City. If the Owner of the Damaged Improvements is prevented from rebuilding or Repairing the Damaged Improvements because of the *Strata Property Act*, or requirements of the City, such Owner shall demolish and completely remove the Damaged Improvements and debris from its Parcel and restore its Parcel to a neat and safe condition in a good and workmanlike manner, provided that such Owner shall take reasonable measures to ensure that the improvements constructed on the other Parcel will continue to be functional and safe notwithstanding such demolition and removal.

### 8.03 Delay in Rebuilding or Repairing.

Subject to Sections 8.01 and 8.02 above, in the event that the Repair or rebuilding of Damaged Improvements is not undertaken forthwith and proceeded with diligently and expeditiously, then the Owner of the Damaged Improvements shall forthwith take such

reasonable action as is necessary to leave the any easement areas situate within its Parcel and the Damaged Improvements in a condition which is neat and tidy and does not in any way create a nuisance or a safety hazard.

8.04 Failure to Rebuild or Repair.

If the Owner of any Damaged Improvements fails to fulfill its obligations as set out in Sections 8.01, 8.02, and 8.03, and it has not referred the matter for resolution pursuant to Section 9.05, the Other Owner, upon giving the Owner of the Damaged Improvements not less than 15 days' notice in writing (except in the case of emergency when no notice shall be required), shall have the right to perform the failed obligations and shall be entitled to be reimbursed as provided herein.

8.05 Costs and Expenses.

The cost and expense of any work conducted by the Owner of Damaged Improvements under Sections 8.01, 8.02, and 8.03 hereof shall be included within the Lot A Easement Areas Costs or the Lot B Easement Areas Costs, as the case may be, and shared by the Owners in relation to their Proportionate Share as determined under this Agreement, after taking into account any net insurance proceeds received in connection with such loss or damage and subject to the provisions of Section 5.00 hereof or Section 6.00 hereof, as the case may be.

**9.00 Miscellaneous**

9.01 Runs with the Lands

Once Lot A and Lot B are subdivided, the easements herein granted will continue to run with and bind each subdivided parcel.

9.02 Cessation of Obligations

The covenants of each Owner contained herein will be personal and binding upon that Owner only during its ownership of Lot A or Lot B or any interest therein or in any parcel into which it may be subdivided, as the case may be, but the said lands will nevertheless remain at all times charged herewith to the intent that upon the transfer of any interest in any of Lot A or Lot B or any interest in any parcel into which same may be subdivided by an Owner, that Owner will be freed, released and discharged from the observance and performance thereafter of the covenants on its part in respect of the lands and its part to be observed and performed.

9.03 Reasonableness

The Owners will, at all times, be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.

9.04 Rights of Owner Preserved

Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent the owner of a servient tenement from using the easement areas granted by them hereunder in any manner which does not materially and



adversely interfere with, injure or impair the exercise by the owner of the dominant tenement of such easement of its rights hereunder.

9.05 Arbitration

In the event of any dispute or disagreement arising out of this Agreement or the interpretation of any provision hereof or any failure to reach agreement on any matter herein including, without limitation, any cost sharing provision (other than a dispute with respect to determinations and allocations to be made under Section 5.00 which shall be resolved pursuant to Section 5.05 or a dispute with respect to determinations and allocations to be made under Section 6.00 which shall be resolved pursuant to Section 6.05), the parties hereto agree that such dispute or disagreement shall be submitted to and finally settled by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) as same may be amended from time to time or any legislation substituted therefor, provided that it is understood and agreed that this Section 9.05 is not intended to nor is to be construed as preventing the parties hereto, or any of them, from seeking injunctive relief from the courts. If the Owners cannot agree to a single arbitrator, then such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia. The Owners participating in such arbitration shall share equally in the costs of referring the choice of an arbitrator to a Judge of the Supreme Court of British Columbia, and the costs of the arbitration. Such arbitration shall include a requirement for the production and discovery of documents as required by the British Columbia Supreme Court Rules.

9.06 Waiver

Waiver by any party of any default hereunder by another party will not be deemed to be a waiver by the first-mentioned party of any subsequent default by the party that defaulted.

9.07 Notice

- (a) Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement will be in writing and will be delivered, telecopied or electronically mailed or sent by postage prepaid mail and addressed, to the intended recipient. The time of receiving any such demand or notice will be deemed to be:
  - (i) the day and time of delivery of transmittal (by telecopier or electronic mail), if delivered or sent by telecopier or electronic mail by 4:30 p.m. on a business day (excluding Saturdays Sundays and statutory holidays) to the place of the intended recipient;
  - (ii) by 8:00 a.m. the next business day following the date of such delivery or transmittal (excluding Saturdays Sundays and statutory holidays) if delivered or transmitted by telecopier or electronic mail) after 4:30 p.m. on a business day (excluding Saturdays, Sundays and statutory holidays) to the place of the intended recipient;
- (b) On the fourth day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the

intended recipient of a demand or notice, a demand or notice will not be effective if sent by mail until it is actually received by the intended recipient.

9.08 Governing Law

This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.

9.09 Further Assurances

The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.

9.10 Entire Agreement

This is the entire agreement between the parties concerning the subject matter of this Agreement.

9.11 Time Is Of Essence

Time will be of the essence of this Agreement.

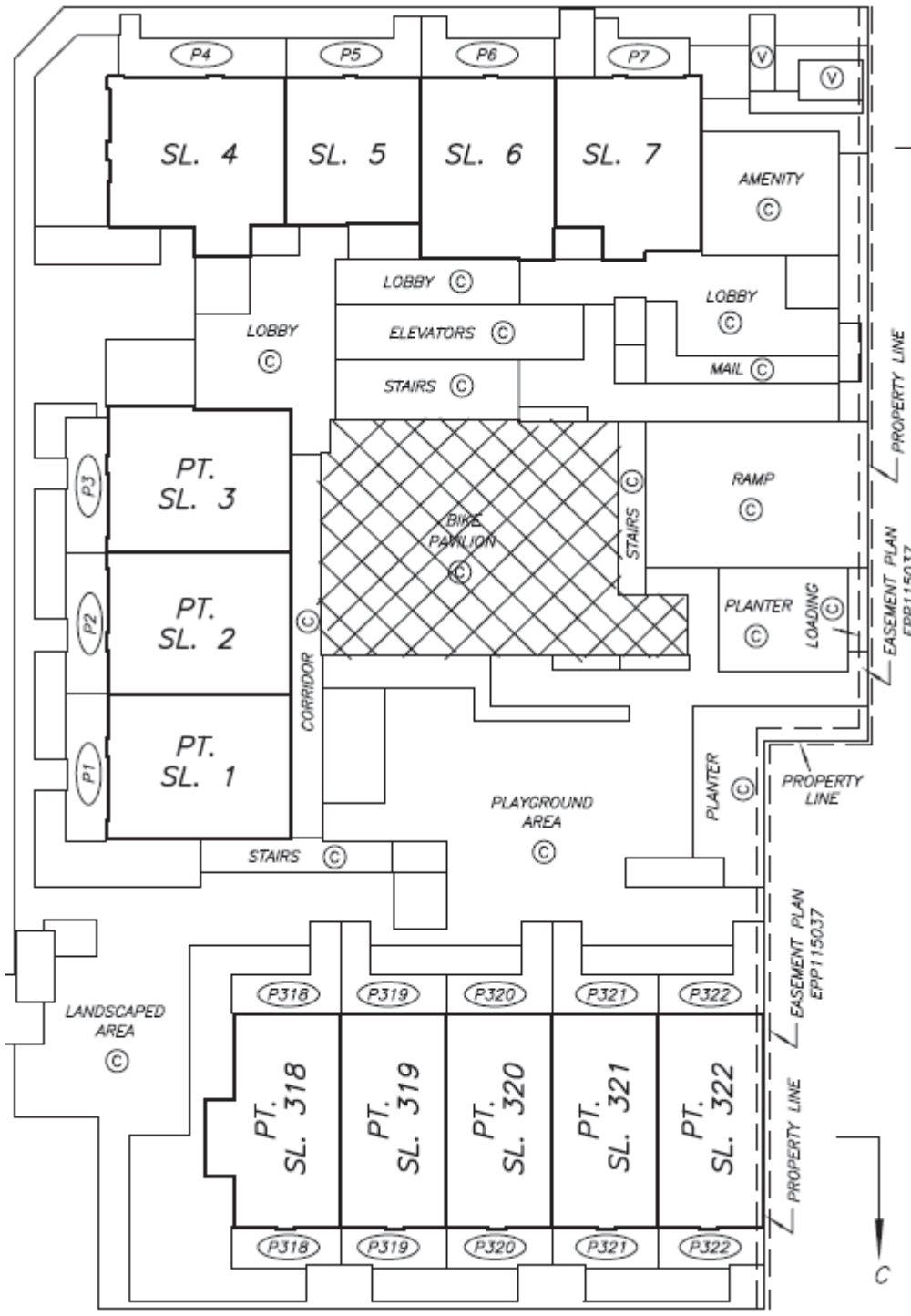
9.12 Severability

Should any portion of this Agreement be declared or held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, then such portion will be deemed to have been severed from this Agreement and the invalidity or unenforceability thereof will not affect or render unenforceable or invalid any other provisions of this Agreement, and the rest of this Agreement shall remain in force unamended.

IN WITNESS WHEREOF the parties have executed the Form C attached hereto and forming part hereof on the dates set out thereon.

SCHEDULE A

LOT A BIKE PAVILION SKETCH PLAN



**EXHIBIT "CC"**

**FINAL PARTY WALL AGREEMENT**

[See Attached]



1. Application

**Andrea Hang, Legal Administrative Assistant, BOSA PROPERTIES INC.  
1201 - 838 West Hastings Street  
Vancouver BC V6C 0A6  
6042991363**

UD Lands | Party Wall Easement and Section 219 Covenant Agreement

2. Description of Land

PID/Plan Number	Legal Description
No PID / Plan	STRATA LOT 322 SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS7718
No PID / Plan	THE COMMON PROPERTY OF STRATA PLAN EPS7718
No PID / Plan	STRATA LOT 429 SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS7719
No PID / Plan	THE COMMON PROPERTY OF STRATA PLAN EPS7719

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>Section 2.1(a)</b>  Dominant Lands: Strata Lot 429 and The Common Property, both of Strata Plan EPS7719
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>EASEMENT</b>		<b>Section 2.1(b)</b>  Dominant Lands: Strata Lot 322 and The Common Property, both of Strata Plan EPS7718
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Easement priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)
<b>COVENANT</b>		<b>Section 4.1 - Section 219 Covenant</b>  Servient Lands: Strata Lot 322 and The Common Property, both of Strata Plan EPS7718 and Strata Lot 429 and The Common Property, both of Strata Plan EPS7719
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant priority over Mortgage CA8092116 and Assignment of Rents CA8092117
<b>PRIORITY AGREEMENT</b>		Granting the above Covenant priority over Mortgage CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents CA7262089 (as extended by CA7580817)

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**



5. Transferor(s)

**BLUESKY PROPERTIES (UD LANDS) INC., NO.BC914328, AS REGISTERED OWNER OF STRATA LOT 322 OF STRATA PLAN EPS7718 AND STRATA LOT 429 OF STRATA PLAN EPS7719**

**HSBC BANK CANADA, AS TO PRIORITY**

**AVIVA INSURANCE COMPANY OF CANADA, AS TO PRIORITY**

6. Transferee(s)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC0914328
AS TO THE EASEMENT IN SECTION 2.1(A)	

<b>THE OWNERS, STRATA PLAN EPS7719</b> C/O TRIBE MANAGEMENT INC. #1606-1166 ALBERNI STREET VANCOUVER BC V6E 3Z3
AS TO THE EASEMENT IN SECTION 2.1(A)

<b>BLUESKY PROPERTIES (UD LANDS) INC.</b> 1201 - 838 WEST HASTINGS STREET VANCOUVER BC V6C 0A6	BC914328
AS TO THE EASEMENT IN SECTION 2.1(B)	

<b>THE OWNERS, STRATA PLAN EPS7718</b> C/O TRIBE MANAGEMENT INC. #1606-1166 ALBERNI STREET VANCOUVER BC V6E 3Z3
AS TO THE EASEMENT IN SECTION 2.1(B)

<b>CITY OF SURREY</b> 13450 - 104 AVENUE SURREY BC V3T 1V8
--

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD
------------

**BLUESKY PROPERTIES (UD LANDS) INC.**

As Registered Owner of Strata Lot 322 of Strata Plan EPS7718 and Strata Lot 429 of Strata Plan EPS7719  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD
------------

**THE OWNERS, STRATA PLAN EPS7719**

By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.





Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**THE OWNERS, STRATA PLAN EPS7719**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**CITY OF SURREY**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**HSBC BANK CANADA**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**AVIVA INSURANCE COMPANY OF CANADA**  
By their Authorized Signatory

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Print Name:**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

\_\_\_\_\_

**TERMS OF INSTRUMENT - PART 2**

**EASEMENT: LAND TITLE ACT S. 182**

**COVENANT: LAND TITLE ACT S. 219**

**(Party Wall Agreement)**

**WHEREAS:**

- A. Bluesky Properties (UD Lands) Inc. (the "**Strata Lot 322 Owner**") is the registered owner of certain lands and premises in the City of Surrey legally described as:

PID: \_\_\_\_\_ Strata Lot 322 Section 22 Block 5 North  
Range 2 West New Westminster District Strata Plan EPS7718

(**"Strata Lot 322"**).

- B. Bluesky Properties (UD Lands) Inc. (the "**Strata Lot 429 Owner**") is the registered owner of certain lands and premises in the City of Surrey legally described as:

PID: \_\_\_\_\_ Strata Lot 429 Section 22 Block 5 North Range  
2 West New Westminster District Strata Plan EPS7719

(**"Strata Lot 429"**).

- C. The Owners Strata Plan EPS7718 (the "**UD North Strata Corporation**", and, together with the Strata Lot 322 Owner, the "**UD North Owners**") is responsible for managing and maintaining certain common property in the City of Surrey legally described as:

The Common Property of Strata Plan EPP7718

(the "**UD North Common Property**").

- D. The Owners Strata Plan EPS7719 (the "**UD South Strata Corporation**", and, together with the Strata Lot 429 Owner, the "**UD South Owners**") is responsible for managing and maintaining certain common property in the City of Surrey legally described as:

The Common Property of Strata Plan EPS7719

(the "**UD South Common Property**").

- E. The buildings within which Strata Lot 322 and Strata Lot 429 are located share a wall where the buildings meet on the common boundary of Strata Lot 322 and Strata Lot 429.

- F. In order to govern the rights and responsibilities of the UD North Owners and the UD South Owners, the UD North Owners and the UD South Owners agree to an easement and covenant on the terms and conditions herein contained over each other's Lots, for access to and maintenance of the Works.

- G. By Section 18 of the *Property Law Act*, a registered owner in fee simple may grant to itself an easement over land that it owns for the benefit of other land that it owns.

- H. A covenant registerable under Section 219 of the *Land Title Act* may include provisions of a positive or negative nature in respect of the use of the land, building on the land and subdivision of the land in accordance with the covenant.

**CONSIDERATION:**

In consideration of the sum of ONE (\$1.00) DOLLAR paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 In this Agreement:

- (a) **"Agreement"** means this agreement herein and the covenants and agreements running with and binding the Lands pursuant to Section 219 of the *Land Title Act*, the General Instrument Part 1, this Terms of Instrument Part 2, and all schedules attached hereto;
- (b) **"City"** means the City of Surrey, as covenantee, named in Item 6 of the General Instrument Part 1 as the transferee, and any person authorized by the City of Surrey, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Surrey by this Agreement;
- (c) **"City Personnel"** means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
- (d) **"Claims and Expenses"** means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
- (e) **"General Instrument Part 1"** means the General Instrument - Part 1 (*Land Title Act* Form C) to which these terms are attached as Part 2;
- (f) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments from time to time;
- (g) **"Lands"** means the Strata Lot 322, Strata Lot 429, the UD North Common Property and the UD South Common Property, collectively;
- (h) **"Lot"** means one or more of Strata Lot 322, Strata Lot 429, the UD North Common Property or the UD South Common Property;
- (i) **"Owners"** means collectively the Strata Lot 322 Owner, the Strata Lot 429 Owner, the UD North Strata Corporation or the UD South Strata Corporation, and each is referred to herein as an **"Owner"**;
- (j) **"Strata Property Act"** means the *Strata Property Act*, S.B.C. 1998, c. 43, and all amendments from time to time; and
- (k) **"Works"** means the structurally independent adjoining walls between Strata Lot 322 and Strata Lot 429 and the exterior finishes and features, including the shared roof, exterior

siding, gutters, downspouts and perimeter drainpipe systems constructed on the UD North Common Property and the UD South Common Property.

**ARTICLE 2**  
**EASEMENT**

- 2.1 The UD North Owners and the UD South Owners covenant and agree with each other as follows:
- (a) the UD North Owners do hereby grant in favour of the UD South Owners, acting reasonably, the right and liberty to maintain, repair, replace or renew any or all of the Works in, over and upon Strata Lot 322 and the UD North Common Property;
  - (b) the UD South Owners do hereby grant in favour of the UD North Owners, acting reasonably, the right and liberty to maintain, repair, replace or renew any or all of the Works in, over and upon Strata Lot 429 and the UD South Common Property;
  - (c) the UD North Owners grant unto the UD South Owners and the UD South Owners' servants, agents, tenants, invitees and licensees and the UD South Owners grant unto the UD North Owners and the UD North Owners' servants, agents, tenants, invitees and licensees the full, free and uninterrupted right, license, liberty, easement, privilege and permission with forty-eight (48) hours' notice, except in an emergency, to pass and repass with or without men and equipment over such portions of the Lands as reasonably necessary, for the purposes of repairing and servicing the Works;
  - (d) the UD North Owners and the UD South Owners mutually agree to such acts as shall from time to time be required for the repair, maintenance and upkeep of the Works and shall share the cost of such acts equally as to the necessity, nature or extent of such acts, the apportionment of the cost relating thereto, or shall fail to agree on any matter associated therewith or relating thereto, then in such case the matter will be decided pursuant to the provision of the *Arbitration Act*, [SBC 2020] c. 2 as amended from time to time;
  - (e) the UD North Owners and the UD South Owners mutually agree not to incur any costs without the other's consent and approval of a cost estimate;
  - (f) any Owner exercising its rights hereunder in maintaining, repairing, replacing or renewing the Works will restore the Works as nearly as possible to the state and condition in which they originally were and, in each case of replacing of the Works, the new Works will be built in the same location as the previous Works and, as nearly as possible, will be of the same size and same materials and of the same quality and durability as the original Works; and
  - (g) the Works as maintained, repaired, replaced or renewed will be deemed to be continued as the Works pursuant to the terms of this Agreement.

**ARTICLE 3**  
**MUTUAL ASSURANCES**

- 3.1 The UD North Owners and the UD South Owners covenant and agree with each other as follows:
- (a) that the UD North Owners shall and may peaceably hold and enjoy the rights, licences, liberties, rights of way, privileges and easements hereby granted to them hereunder without hindrance, molestation or interruption, on the part of the UD South Owners or any person, firm or corporation claiming by, through, under or in trust for the UD South Owners, provided, however, that in the event the UD North Owners fail to perform or observe any of the agreements, terms, covenants and conditions on their part to be performed and

observed pursuant to this Agreement, the UD South Owners may take an action available to the UD South Owners in law or in equity save and except for any action which would prohibit or restrict the rights, licences, liberties, rights of way, privileges and easements granted pursuant to Section 2.1.

- (b) that the UD South Owners shall and may peaceably hold and enjoy the rights, licences, liberties, rights of way, privileges and easements hereby granted to them hereunder without hindrance, molestation or interruption, on the part of the UD North Owners or any person, firm or corporation claiming by, through, under or in trust for the UD North Owners, provided, however, that in the event the UD South Owners fail to perform or observe any of the agreements, terms, covenants and conditions on their part to be performed and observed pursuant to this Agreement, the UD North Owners may take an action available to the UD North Owners in law or in equity save and except for any action which would prohibit or restrict the rights, licences, liberties, rights of way, privileges and easements granted pursuant to Section 2.1.

3.2 The UD North Owners and the UD South Owners agree to co-operate with respect to placing common insurance on the improvements of their respective Lands, if and as required.

3.3 The UD North Owners and the UD South Owners covenant and agree with each other as follows:

- (a) that the UD South Owners shall indemnify and save the UD North Owners harmless against all loss, damage, costs and liabilities suffered by the UD North Owners, including costs of solicitors and other professional advisors arising out of or in connection with:
- (i) any breach, violation or non-performance of the UD South Owners of any covenant, term or condition contained in this Agreement to be kept, observed or performed by the UD South Owners;
  - (ii) any activity, use, work or other thing whatsoever that is done, carried out, made or otherwise occurs in or about Strata Lot 322 and/or the UD North Common Property and done by the UD South Owners, or anyone authorized by the UD South Owners;
  - (iii) any personal injury, death or property damage occurring in Strata Lot 322 and/or the UD North Common Property caused by the UD South Owners, in exercising, carrying out or failing to carry out the rights, activities or obligations of the UD South Owners, in Strata Lot 322 and the UD North Common Property by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by the UD South Owners, its servants, agents, licensees, permittees, invitees, contractors or subcontractors;

and the amount of that loss, costs and liabilities shall be paid by the UD South Owners at the time the UD North Owners are legally obligated to pay monies to a person suffering losses contemplated by this section or upon the UD North Owners providing proof of loss suffered by it, as the case may be;

- (b) that the UD North Owners shall indemnify and save the UD South Owners, or any of them, harmless against all loss, damage, costs and liabilities suffered by the UD South Owners, or any of them, including costs of solicitors and other professional advisors arising out of or in connection with:
- (i) any breach, violation or non-performance of the UD North Owners of any covenant, term or condition contained in this Agreement to be kept, observed or performed by the UD North Owners;

- (ii) any activity, use, work or other thing whatsoever that is done, carried out, made or otherwise occurs in or about Strata Lot 429 and/or the UD South Common Property and done by the UD North Owners, or anyone authorized by the UD North Owners;
- (iii) any personal injury, death or property damage occurring in Strata Lot 429 and/or the UD South Common Property caused by the UD North Owners, in exercising, carrying out or failing to carry out the rights, activities or obligations of the UD North Owners, in Strata Lot 429 and/or the UD South Common Property by virtue of this Agreement or otherwise, including any matter or thing permitted or omitted (whether negligent or otherwise) by the UD North Owners, its servants, agents, licensees, permittees, invitees, contractors or subcontractors;

and the amount of that loss, costs and liabilities shall be paid by the UD North Owners at the time the UD South Owners are legally obligated to pay monies to a person suffering losses contemplated by this section or upon the UD South Owners providing proof of loss suffered by it, as the case may be;

- (c) that each Owner will remove from the Lands all debris, rubbish and related matter arising from any work done by them, their servants, agents or subcontractors on the Lands pursuant to this Agreement immediately at the conclusion of any work; and
- (d) that each Owner will repair all damage to the Lands caused by any work done by them, their agents or subcontractors pursuant to this Agreement immediately at the conclusion of such work.

#### **ARTICLE 4**

##### **SECTION 219 COVENANT**

- 4.1 **Grant of Covenant.** Pursuant to Section 219 of the *Land Title Act*, the Owners each covenant and agree with the City that the Lands shall be used in accordance with the terms of this Agreement, and in particular Article 2 of this easement, and the Owners further covenant and agree with the City that each adjoining wall between Strata Lot 322 and Strata Lot 429:
- (a) is structurally independent from its neighboring adjoining wall;
  - (b) is constructed in accordance with plans approved by the City providing for such structural independence; and
  - (c) does not rely upon its neighboring adjoining wall for support.
- 4.2 **Indemnity.** The Owners covenant with the City pursuant to Section 219(6) of the *Land Title Act* that the Owners shall each indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer or incur or be put to arising out of or in connection with any breach or default of any covenants or agreements on the part of the applicable Owner, contained in this Agreement, or arising out of or in connection with any personal injury, death or damage to the Lands, or to any building, improvement, or structure, including the contents of any of them, built, constructed or placed on the Lands.
- 4.3 **Release.** The Owners do hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owners may have against the City and City Personnel for and by reason of any personal injury, death or damage to the Lands, or to any building, improvement, or structure, including the contents of any of them, built, constructed or placed on the Lands as a result of the Owners, or any of them, not adhering to this Agreement.

- 4.4 **Indemnity and Release Continue.** Pursuant to Section 219 of the *Land Title Act*, the Owners covenant and agree that the indemnities and releases in Sections 4.2 and 4.3 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.
- 4.5 **Contract.** The covenants and agreements on the part of the Owners and herein provided for have been made by the Owners as contractual obligations as well as having been made pursuant to Section 219 of the *Land Title Act* and as such will be binding on the Owners as applicable.
- 4.6 **Owner's Default.** Pursuant to Section 219 of the *Land Title Act*, if than Owner defaults in observing or performing any obligation, covenant or agreement with respect to this Agreement, such Owner covenants and agrees to rectify such default within fifteen (15) days after receipt of notice from the City, except if such Owner, by reason of the nature of the default, cannot in the opinion of the City rectify it within fifteen (15) days, such Owners will have a further reasonable period to rectify so long as such Owners proceed promptly and diligently. The City's notice will be provided to the address shown on title to the Lands in the Land Title Office at the relevant time. If the applicable Owner fail to rectify such default within the permitted time period, or if the City in case of a real or perceived emergency, does not consider that it has time to deliver such notice, the City may (but is not obligated to) rectify the default on the Owner's behalf. For clarity, the City is not obligated to provide the applicable Owner notice in the event of a real or a reasonably perceived emergency.
- 4.7 **City Carrying out Owner' Obligations.** Pursuant to Section 219 of the *Land Title Act*, the Owners covenant and agree that the City and City Personnel may, at its discretion and for the purpose of exercising the City's rights under Section 4.6, come upon the Lands with equipment, tools and materials for the purpose of carrying out any of the obligations, covenants or agreements of an Owner contained in this Agreement.
- 4.8 **Costs.** Pursuant to Section 219 of the *Land Title Act*, the Owners covenant and agree to forthwith pay to the City all costs and expenses incurred by the City as a result of the City undertaking the work contemplated in Sections 4.6 and 4.7 plus an additional fifteen (15%) percent of all such costs to cover administrative overhead, upon the City issuing invoices for the same. These costs and expenses are recoverable by the City as a debt and may be collected in the same manner and with the same remedies as ordinary taxes on land and improvements under Section 258.1(c) of the *Community Charter*, S.B.C. 2003, c. 26, and all amendments from time to time, and if it is due and payable by December 31 and unpaid on that date, the debt is deemed to be taxes in arrears.
- 4.9 **Covenant Not Affected by Default of City.** No default by the City with respect to this Agreement and no act or failure to act by the City in accordance with this Agreement will result or deemed to result in the interruption, suspension or termination of this Agreement, and the Owners will refrain from seeking any judgment, order, declaration, or injunction to that effect.

## **ARTICLE 5**

### **MUTUAL COVENANTS AND AGREEMENTS**

The sections in this Article are mutual covenants and agreements between the UD South Owners and the UD North Owners and the City.

- 5.1 **Joint and Several.** Where the any party consist of more than one person, each such person will be jointly and severally liable to perform such party's obligations under this Agreement.
- 5.2 **Assignment by City.** This Agreement or any of the rights conferred by this Agreement upon the City may be assigned in whole or in part by the City without the consent of any Owner.
- 5.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of any Owner under any other agreement with the City or, if the City so elects, prejudice



or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, and all amendments from time to time, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owners and the City.

- 5.4 **Agreement for Benefit of City.** The UD South Owners, the UD North Owners and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owners, or any of them, or any mortgagee of any Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.
- 5.5 **Modification and Discharge.** The parties agree that this Agreement may only be modified or discharged with the consent of the City pursuant to the provisions of Section 219(9) of the *Land Title Act*.
- 5.6 **City Not Required to Prosecute.** The Owners agree that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
- 5.7 **No Waiver.** The Owners acknowledge and agree that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.
- 5.8 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owners acknowledge that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owners, or any of them, under this Agreement.
- 5.9 **City Court Costs.** In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.10 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are held by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 5.11 **Subdivision/Consolidation.** If the Lands are subdivided or consolidated at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act*, then upon the deposit of a plan of subdivision, strata plan, consolidation plan or similar plan or application as the case may be the rights, benefits, burdens, obligations, and covenants contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided or consolidated parcels and areas so created.
- 5.12 **Including.** The word "including", when following any general statement, term, or matter, is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following, or to similar items; rather, such general statement, term, or matter is to be

construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

- 5.13 **Covenant Runs with the Lands.** This Agreement will charge the Lands pursuant to Section 219 of the *Land Title Act* and will run with the Lands and bind the Lands and every part or parts of the Lands. Any transferee of any part of the Lands will automatically be deemed, by acceptance of title to the Lands, or any part thereof, to have assumed all obligations in this Agreement, including (without limitation) the indemnity and release in Sections 3.3(a) and (b), 4.2 and 4.3.
- 5.14 **Disposal of the Lands.** No Owner shall be liable under any breach of any covenants and agreements contained herein after such Owner ceases to have any further interest in the Lands.
- 5.15 **Personal Representatives and Successors.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 5.16 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- 5.17 **Gender and Number.** Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.
- 5.18 **Priority.** The UD South Owners and the UD North Owners shall at the sole expense of the UD South Owners and the UD North Owners, as applicable, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 5.19 **Further Assurances.** The Owners shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement including acts necessary to effect an assignment pursuant to Section 5.2.
- 5.20 **Counterparts.** This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.
- 5.21 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owners regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

IN WITNESS WHEREOF the parties hereto have executed the Form C attached to this Agreement as of the day, month and year first above written.

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA8092116 and the Assignment of Rents registered under number CA8092117;
- (b) **"Existing Chargeholder"** means HSBC Bank Canada;
- (c) **"New Charges"** means the Easement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the UD South Owners and the UD North Owners granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the UD South Owners and the UD North Owners had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (e) **"Existing Charges"** means the Mortgage registered under number CA7262088 (as modified by CA7551585 and CA8299814 and as extended by CA7580816) and Assignment of Rents registered under number CA7262089 (as extended by CA7580817);
- (f) **"Existing Chargeholder"** means Aviva Insurance Company of Canada;
- (g) **"New Charges"** means the Easement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (h) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the UD South Owners and the UD North Owners granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the UD South Owners and the UD North Owners had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

**EXHIBIT "DD"**

**FINAL CO-OPERATIVE CARSHARING AGREEMENT**

[See Attached]

## CO-OPERATIVE CARSHARING AGREEMENT

### *University District North and South*

**THIS AGREEMENT** made the 20<sup>th</sup> day of June, 2023,

**BETWEEN:**

**MODO CO-OPERATIVE**  
200 - 470 Granville Street  
Vancouver, BC  
V6C 1V5

(**"Modo"**)

**AND:**

**BLUESKY PROPERTIES (UD LANDS) INC.**  
(Inc. No. BC914328)  
1201 - 838 West Hastings Street  
Vancouver, BC  
V6C 0A6

(**"Developer"**)

**WHEREAS:**

- A. Developer is the registered owner of those certain lands located at, and civically known as, 13419 and 13425 104<sup>th</sup> Avenue and 13410, 13420, 13430, 13440 and 13444 105<sup>th</sup> Avenue in the City of Surrey, in the Province of British Columbia and legally described as follows:

PID: 030-861-918, legal lot description Lot A Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101,

(**"Lot A"**)

PID: 030-861-926, legal lot description Lot B Section 22 Block 5 North Range 2 West New Westminster District Plan EPP79101

(**"Lot B"**, and together with Lot A, the **"Lands"**);

- B. Pursuant to the terms of each declaration of bare trust and agency agreement, the Developer holds the Lands, respectively, as bare trustee and nominee for and on behalf of: (i) BlueSky Properties (UD North) Inc., the beneficial owner of Lot A, and (ii) BlueSky Properties (UD South) Inc., the beneficial owner of Lot B;

- C. Developer has cause to be constructed two (2) strata residential buildings (“**Building A**” and “**Building B**” and together, the “**Development**”) containing a total of 753 homes and a ground-level retail unit in Building B;
- D. It is intended that upon the completion of construction of Building A, the Lands will be subdivided by way of an airspace parcel plan, which will be further stratified by a strata plan (the “**Building A Strata Plan**”) pursuant to the *Strata Property Act* (as defined below) in order to create 322 residential strata lots (collectively, the “**Building A Strata Lots**”, and each a “**Building A Strata Lot**”);
- E. It is further intended that upon the completion of construction of Building B, the Lands will be subdivided by way of an airspace parcel plan, which will be further stratified by a strata plan (the “**Building B Strata Plan**”) pursuant to the *Strata Property Act* in order to create 431 residential strata lots (collectively, the “**Building B Strata Lots**”, and each a “**Building B Strata Lot**”);
- F. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- G. The Developer has elected in its sole discretion to provide one (1) co-operative vehicle (the “**Shared Vehicle**”) in connection with the Development and to be available as part of a service to share the use of the Shared Vehicle (the “**Carsharing Program**”);
- H. Accordingly, the Developer has designated one (1) parking space at the Development for the exclusive use of the Shared Vehicle (the “**Shared Vehicle Parking Space**”) in such location as described in Section 3.1, and as shown in Schedule A hereto, and free-of-charge to Modo;
- I. Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use in accordance with the terms of this Agreement;
- J. Modo will, at its cost, operate, maintain, repair and insure the Shared Vehicle and administer the service to share the Shared Vehicle (collectively, the “**Services**”);
- K. Developer and Modo intend that the Shared Vehicle will be available for use by all members of Modo (collectively, the “**Modo Members**” and each a “**Modo Member**”), including the Residents who become Modo Members; and
- L. Developer and Modo wish to set out in this Agreement the terms and conditions of the Carsharing Program as it pertains to the Development.

**NOW THEREFORE** in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## ARTICLE 1 - DEFINITIONS

- 1.1 Definitions. In this Agreement, the following terms have the following meanings:
- (a) **“Agreement”** means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;
  - (b) **“Arbitrator”** has the meaning set out in section 13.1(d);
  - (c) **“Building A”** has the meaning set out in Recital C;
  - (d) **“Building A Strata Corporation”** means the strata corporation to be formed pursuant to the *Strata Property Act* upon deposit of the Building A Strata Plan at the New Westminster Land Title Office;
  - (e) **“Building A Strata Lots”** has the meaning set out in Recital C;
  - (f) **“Building A Strata Plan”** has the meaning set out in Recital C;
  - (g) **“Building B”** has the meaning set out in Recital B;
  - (h) **“Building B Strata Corporation”** means the strata corporation to be formed pursuant to the *Strata Property Act* upon deposit of the Building B Strata Plan at the New Westminster Land Title Office;
  - (i) **“Building B Strata Lots”** has the meaning set out in Recital E;
  - (j) **“Building B Strata Plan”** has the meaning set out in Recital E;
  - (k) **“Carsharing Program”** has the meaning set out in Recital G;
  - (l) **“Commencement Date”** means the date on which the Occupancy Permit is issued by the Municipality;
  - (m) **“Developer”** means the party defined as Developer on the first page of this Agreement and any of its heirs, executors, administrators, successors, assigns, subsidiaries or nominees who may assume Developer’s right, title or interest in the Development and/or this Agreement from Developer named herein, and expressly includes any person which may manage or operate the Development for Developer from time to time;
  - (n) **“Development”** has the meaning set out in Recital C;
  - (o) **“Driving Credits”** has the meaning set out in section 7.2;



- (p) “**Estimated Occupancy Date**” has the meaning set out in section 3.5;
- (q) “**EV Station**” means one (1) electric vehicle charging station (which specifications are defined in Schedule B) to be provided, installed, maintained and/or replaced by Developer, at Developer’s sole cost, to be used for the sole purpose of charging the Shared Vehicle, and to be located in or directly adjacent to the Shared Vehicle Parking Space;
- (r) “**Lands**” has the meaning set out in Recital A;
- (s) “**Marketing Program**” has the meaning set out in section 7.2;
- (t) “**Mediator**” means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (u) “**Membership Holders**” means, collectively, the Building A Strata Corporation and the Building B Strata Corporation, and “**Membership Holder**” means any one of them;
- (v) “**Membership Shares**” means membership shares in Modo;
- (w) “**Modo Members**” has the meaning set out in Recital J;
- (x) “**Municipality**” means the City of Surrey;
- (y) “**Occupancy Permit**” means the first occupancy permit issued by the Municipality in respect of the Development, and for clarity a separate occupancy permit will be issued for each of Building A and Building B;
- (z) “**Partner User**” means a Resident (as defined below) who benefits from Modo membership privileges by way of the Partnership Membership;
- (aa) “**Partnership Membership**” means the Membership Holders membership in Modo by way of ownership of the Subject Shares (as defined in section 2.1);
- (bb) “**Project Fee**” has the meaning set out in section 2.1;
- (cc) “**Residents**” means, collectively, the residents of the Development and “**Resident**” means any one of them and, for greater certainty, “**Residents**” includes any of the following persons who are residents of the Development: owners of Strata Lots and tenants of Strata Lots;
- (dd) “**Rules**” has the meaning set out in section 5.4(a);
- (ee) “**Services**” has the meaning set out in Recital J;
- (ff) “**Shared Vehicle**” has the meaning set out in Recital G;

- (gg) “**Shared Vehicle Deployment Sequence**” has the meaning set out in section 6.4;
- (hh) “**Shared Vehicle Minimum Term**” means the term of three (3) years for the Shared Vehicle, commencing from the later of the Commencement Date or the first date that the Shared Vehicle is made available for use by Modo Members at the Shared Vehicle Parking Space;
- (ii) “**Shared Vehicle Parking Space**” has the meaning set out in Recital G;
- (jj) “**Strata Corporations**” means, collectively, the Building A Strata Corporation and the Building B Strata Corporation, and “**Strata Corporation**” means any one of them;
- (kk) “**Strata Lots**” means, collectively, the Building A Strata Lots and the Building B Strata Lots, and “**Strata Lot**” means any one of them;
- (ll) “**Strata Plans**” means, collectively, the Building A Strata Plan and the Building B Strata Plan, and “**Strata Plan**” means any one of them;
- (mm) “**Strata Property Act**” means S.B.C. 1998, c. 43, as amended, restated or replaced from time to time;
- (nn) “**Subject Shares**” has the meaning set out in section 2.1;
- (oo) “**Sustainable Usage Levels**” means the level of use of the Shared Vehicle by Modo Members that remains cost-effective to meet Modo’s usage goals; and,
- (pp) “**Term**” means the term of this Agreement as described in section 9.1.

## **ARTICLE 2 - PROJECT FEE**

- 2.1 At least fifteen (15) days prior to Estimated Occupancy Date, Developer will pay to Modo the aggregate sum of \$29,000.00 plus GST (the “**Project Fee**”), representing the following:
  - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the “**Subject Shares**”); and
  - (b) the Project Fee minus \$1,000.00 to be used by Modo toward the ownership costs of the Shared Vehicle.
- 2.2 Upon payment of the Project Fee, Modo will issue the Subject Shares to Developer and will issue a receipt to Developer confirming payment of the Project Fee to Modo.

- 2.3 Developer agrees that Modo will not be under any obligation whatsoever to provide the Services or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in section 2.1 of this Agreement.
- 2.4 If the Occupancy Permit is issued later than in the year 2023, the Project Fee will increase by 4% for each year thereafter, on January 1<sup>st</sup> of such year and until the Occupancy Permit is issued, including the year the Occupancy Permit is issued.

### **ARTICLE 3 - BENEFITS AND OBLIGATIONS OF DEVELOPER**

- 3.1 Developer agrees to designate the Shared Vehicle Parking Space for the exclusive use of Modo, in compliance with the standards set out in Schedule B and free-of-charge to Modo from the Commencement Date and throughout the Term. For clarity, the Shared Vehicle Parking Space is located in the exterior ground-level auto courtyard on Lot B (the “**Auto Courtyard**”) as shown outlined in green on Schedule A hereto, and is designated for shared use by the owners, occupants and visitors of Lot A and Lot B (together with other shared parking stalls in the Auto Courtyard) pursuant to an easement agreement registered over title to Lot B in favour of Lot A. The Auto Courtyard is subject to the bylaws, rules and regulations of the Strata Corporations.
- 3.2 Developer agrees that throughout the Term, subject to section 11.5, the Shared Vehicle Parking Space will be accessible to Modo Members on a 24 hours a day, 7 days a week basis.
- 3.3 Developer permits Modo to directly authorize removal of unauthorized vehicles parked in the Shared Vehicle Parking Space through the towing company contracted by Developer, or a towing company of Modo's choice in the event there is not a designated contractor or if that contractor is unavailable. Any unauthorized vehicle parked in the Shared Vehicle Parking Space may be removed by Modo at the vehicle owner's risk and expense.
- 3.4 Developer agrees that within three (3) months after the Commencement Date and throughout the Term, the EV Station will be operational and designated for the exclusive use of Modo.
- 3.5 At least fifteen (15) days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer will provide written notice to Modo of such estimated date (the “**Estimated Occupancy Date**”).
- 3.6 Promptly upon issuance of the Occupancy Permit, Developer will further provide Modo with written notice of the Commencement Date.
- 3.7 Upon completion of Developer's obligations under section 2.1 and assumption of this Agreement by the Membership Holders pursuant to sections 4.1 and 4.2, Developer will cause the Subject Shares, which together form the Partnership

Membership, to be transferred to and registered in the name of the Membership Holders and the Membership Holders will hold the Subject Shares on behalf of and for the benefit of the Residents, subject to section 5.4.

- 3.8 Developer warrants that it will cause its subsidiaries and any party which may manage or operate the Development from time to time to comply with the terms of this Agreement and will cause any of its successors or permitted assigns to enter into an assumption agreement, provided that, upon such assumption, Developer will be released of its obligations hereunder to the extent its obligations are so assumed.

#### **ARTICLE 4 - ASSUMPTION BY MEMBERSHIP HOLDERS**

- 4.1 Upon the filing of the Building A Strata Plan, Developer will:
- (a) assign the Developer's interest in and to this Agreement to the Building A Strata Corporation;
  - (b) cause the Building A Strata Corporation to assume: (i) Developer's covenants and obligations under this Agreement as it relates to the Development; and (ii) any other covenants and obligations under this Agreement as it relates to the Development which are expressly identified as covenants or obligations of the Building A Strata Corporation or the Membership Holders; and
  - (c) transfer an undivided 1/2 interest in and to the Subject Shares to the Building A Strata Corporation concurrently with such assumption, and Modo hereby consents to such transfer.
- 4.2 Upon the filing of the Building B Strata Plan, Developer will:
- (a) assign the Developer's interest in and to this Agreement to the Building B Strata Corporation;
  - (b) cause the Building B Strata Corporation to assume: (i) Developer's covenants and obligations under this Agreement as it relates to the Development; and (ii) any other covenants and obligations under this Agreement as it relates to the Development which are expressly identified as covenants or obligations of the Building B Strata Corporation or the Membership Holders; and
  - (c) transfer an undivided 1/2 interest in and to the Subject Shares to the Building B Strata Corporation concurrently with such assumption, and Modo hereby consents to such transfer.
- 4.3 Effective upon the assumption of this Agreement by the Membership Holders pursuant to sections 4.1 and 4.2, Developer and its nominees, subsidiaries and other affiliates will have no further obligations or liabilities whatsoever hereunder.

## ARTICLE 5 - BENEFITS AND OBLIGATIONS OF THE MEMBERSHIP HOLDERS

- 5.1 The parties agree that, following the transfers described in sections 4.1 and 4.2, Subject Shares will be registered in the names of the Membership Holders jointly. The Membership Holders will be the joint legal owners of all the Subject Shares, and their beneficial interest will vest in the Residents in accordance with this Agreement.
- 5.2 The Subject Shares, and the benefit of the Partnership Membership, will not be allocated or divided in any manner as between the Residents, and there will be no limit on the number of Residents of Strata Lots that may apply to be Partner Users at any given time (subject to the overall limit on the number of Partner Users set out in section 6.1).
- 5.3 The parties agree that the Residents will not automatically become Modo Members and must apply to join Modo and meet Modo's membership requirements in order to be eligible to use the Shared Vehicle and participate in the Carsharing Program.
- 5.4 The Membership Holders agree on behalf of their respective Residents that, upon assuming this Agreement, they will:
  - (a) administer the Partnership Membership in accordance with the rules set out in Schedule C hereto (the "**Rules**");
  - (b) use reasonable commercial efforts to make available to their respective Residents the Rules; and
  - (c) at all times retain joint ownership of the Subject Shares.
- 5.5 Every six (6) months during the Term (commencing within six (6) months after the Commencement Date), Modo will:
  - (a) provide the Building A Strata Corporation in writing with the name of each Partner User who provided Modo with the address of a Building A Strata Lot as that Partner User's residential address; and
  - (b) provide the Building B Strata Corporation in writing with the name of each Partner User who provided Modo with the address of a Building B Strata Lot as that Partner User's residential address.
- 5.6 Within thirty (30) days after receipt of the information, referred to in section 5.5, each of the Membership Holders will confirm to Modo in writing which of their respective Partner Users have, to the best of the applicable Membership Holders' knowledge, ceased to be Residents, and Modo will cancel such Partner Users' benefits of the Partnership Membership and such former Residents will cease to be Partner Users.

- 5.7 The Membership Holders agree to pay for the electricity withdrawn from the EV Station when due and Modo will reimburse the Membership Holders in accordance with section 6.15.
- 5.8 No Membership Holder will be liable hereunder for any breach of this Agreement by the other Membership Holder, and any Membership Holder which breaches this Agreement will be solely liable for such breach.

#### **ARTICLE 6 - BENEFITS AND OBLIGATIONS OF MODO**

- 6.1 Modo agrees that the Partnership Membership will allow up to a maximum number of Residents to be Partner Users at any given time, such maximum number to be equal to the Project Fee paid hereunder at such given time divided by \$500, rounded down to the closest whole number. For greater certainty, once the foregoing number of Partner Users has been reached, no other Resident may become a Partner User unless an existing Partner User ceases to be a Partner User.
- 6.2 Any number of Residents of any given Strata Lot may apply to Modo to become Partner Users, and each such Resident who becomes a Partner User will count as a separate Partner User for the purposes of the limit set out in section 6.1.
- 6.3 Modo covenants and agrees that the Partnership Membership will grant Partner Users the benefit of usage of Modo vehicles at the same usage rates as shareholders of Modo but without voting rights.
- 6.4 Modo will use the Project Fee, less the amount required to purchase the Subject Shares, toward the ownership costs of one (1) new four-wheeled automobile with electric motorization, provided that Modo may temporarily use new four-wheeled automobile with internal combustion engine as the Shared Vehicle if Modo is unable to procure and deliver a new four-wheeled automobile with electric motorization within the time period set out in the deployment sequence of the Shared Vehicle (the “**Shared Vehicle Deployment Sequence**”) as set out in Schedule D hereto. In the event that Modo is temporarily using a four-wheeled automobile with internal combustion engine as the Shared Vehicle, Modo will use reasonable commercial efforts to replace such automobile with a new four-wheeled automobile with electric motorization as soon as possible after the Commencement Date at no additional cost to Developer or the Membership Holders.
- 6.5 Forthwith upon the purchase of the Shared Vehicle, Modo will provide Developer with a copy of the Shared Vehicle’s registration evidencing that the Shared Vehicle is registered in the name of Modo together with proof of insurance.
- 6.6 Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use by Modo Members in accordance

with the terms of this Agreement and pursuant to the Shared Vehicle Deployment Sequence.

- 6.7 In the event that the Occupancy Permit is not issued within thirty (30) days after the Estimated Occupancy Date, Modo reserves the right to park the Shared Vehicle at another location suitable for its use within the Carsharing Program and make it available for use by Modo Members, provided always that Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space by no later than the date(s) set out in the Shared Vehicle Deployment Sequence.
- 6.8 Modo agrees to provide the Shared Vehicle for the use of Modo Members and to cause the Shared Vehicle to be parked in the Shared Vehicle Parking Space at all times when not in use by a Modo Member and when not being repaired or serviced.
- 6.9 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicle during the Term.
- 6.10 The parties agree that Modo will not be responsible for any costs related to the use of and access to the Shared Vehicle Parking Space during the Term, including, without limitation, the maintenance of the Shared Vehicle Parking Space.
- 6.11 Notwithstanding the foregoing, Modo must promptly and at its own expense clean up any oil or other substance which spills or leaks from a Shared Vehicle into or onto any part of the Development, failing which Developer may clean up such spill or leak, and Modo will, forthwith on demand reimburse Developer for the cost thereof.
- 6.12 Modo will at its sole expense provide Developer with appropriate signage for the Shared Vehicle Parking Space.
- 6.13 Modo will be solely responsible for providing and paying for the Services, including but not limited to the operation, administration, maintenance, repair, replacement and insurance costs in respect of the Shared Vehicle and the Carsharing Program in a prudent manner. If the Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term, then Modo will promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function and such replacement vehicle will constitute the Shared Vehicle for all purposes hereunder.
- 6.14 The parties agree that Developer and the Membership Holders will not be responsible for any costs associated with the Shared Vehicle, the Carsharing Program or the Services, including, without limitation, any applicable taxes or delivery fees in respect of the purchase of the Shared Vehicle or any user or membership fees of any of the Residents, other than the payment of the Project

- Fee and the maintenance, use of and access to the Shared Vehicle Parking Space and EV Station.
- 6.15 Modo will reimburse the Membership Holders the amount paid by the Membership Holders for the electricity withdrawn from the EV Station, based on data logs and reports from the EV Station. The reimbursement will be made in arrears on a yearly basis, starting on the Commencement Date or such other date as may be agreed upon by the Membership Holders and Modo.
  - 6.16 Modo reserves the right to temporarily relocate the Shared Vehicle parked from the Shared Vehicle Parking Space if the Shared Vehicle Parking Space cannot be used as contemplated in section 3.1 or 3.2 and for a duration greater than twenty-four (24) consecutive hours, provided that once the Shared Vehicle Parking Space is available for use as contemplated in sections 3.1 and 3.2, Modo will promptly the Shared Vehicle back to the Shared Vehicle Parking Space.
  - 6.17 Modo reserves the right to temporarily relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if s the EV Station cannot be used as contemplated in section 3.4 for a duration greater than twenty-four (24) consecutive hours, provided that once the EV Station is available for use as contemplated in section 3.4, Modo will promptly return the Shared Vehicle back to the Shared Vehicle Parking Space.
  - 6.18 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program.
  - 6.19 Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.
  - 6.20 Modo confirms and agrees that, in accordance with Modo's membership documentation, each Resident will be individually responsible for any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's participation in the Services or otherwise arising from the Subject Shares of, or membership in, Modo held by the Membership Holders or their respective affiliates, subsidiaries, successors or assigns.
  - 6.21 Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares by the Membership Holders beyond those which are contemplated in this Agreement, in the Rules, or at law.

## **ARTICLE 7 - MARKETING AND ASSESSMENT**

- 7.1 Modo acknowledges that the Strata Lots will be occupied by Residents that will change over time.



- 7.2 Modou will establish a marketing program (the “**Marketing Program**”) where Modou will, within fifteen (15) days following the Commencement Date, credit \$100 of driving credits (“**Driving Credits**”) to the Modou account of each Resident who becomes a Modou Member for the first time, which Driving Credits will only be applied to fees for usage of Modou vehicles, for the duration of the Term.
- 7.3 Modou will allow each commercial tenant occupying a commercial space within the Development to open a Modou business account and register its employees as business drivers without incurring membership and registration fees.
- 7.4 Throughout the duration of the sale and closing stages of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer’s existing communications channels such as email, website, collateral, sales agents and property managers, with the intent to raise awareness and usage of the Services, and with the information and materials in support provided by Modou, including:
- (a) a short description of Modou, the Services, the Driving Credits and the Partnership Membership on the Development’s website (if applicable);
  - (b) to the extent permitted by law, a direct email or mail to the Residents shortly after such Residents have moved into the Development, with a link to a dedicated “welcome” page on Modou’s website;
  - (c) to the extent permitted by law, a follow up direct email or mail to the Residents six (6) months after first occupation of the Development, with a link to a dedicated “welcome” page on Modou’s website; and
  - (d) a small notice (sticker or poster) in a prominent location (i.e. elevator, community room), providing a short description of the Services, the Driving Credits and the Partnership Membership,

and the Membership Holders consent and agree to the foregoing and will take such steps as reasonably required to assist Developer in carrying out the foregoing obligations.

- 7.5 From the date of this Agreement until the termination of this Agreement, Developer and Modou will allow use of each other’s graphics in advertising and promotional activities conducted by either party. Such use of graphics must be in a manner whereby the graphics remain in their original form and each party will use the most recent version of the other party’s graphics (as approved by each party in writing).
- 7.6 Developer and Modou will only use each other’s wordmarks, logos or trade names pursuant to section 7.5 solely in connection with activities relating to the

Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).

- 7.7 The Membership Holders will permit Modo to assess, not more than once a year, the impacts of its Services by facilitating the administration of assessment measures including, but not limited to (and to the extent permitted by law), the distribution of emails, surveys and questionnaires for their respective Residents relative to the Services, provided that the Residents, in their sole discretion, may elect not to participate in any such assessment measures.

#### **ARTICLE 8 - SECURITY INTEREST**

- 8.1 Subject to receipt of the Project Fee, Modo agrees to grant to Developer a security interest in the Shared Vehicle and to execute and deliver to Developer a security agreement in substantially the form attached as Schedule E hereto.
- 8.2 Modo acknowledges and agrees that Developer may register a security interest in the Shared Vehicle for a term equal to the Shared Vehicle Minimum Term in the British Columbia Personal Property Registry.

#### **ARTICLE 9 - NO FIXED TERM**

- 9.1 The term (the "**Term**") will commence on the date this Agreement is executed by the parties. This Agreement will not have a fixed term and will continue in full force and effect until terminated in accordance with the terms hereof provided that Modo agrees to provide the Services for a minimum term equal to the Shared Vehicle Minimum Term.

#### **ARTICLE 10 - MUTUAL REPRESENTATIONS**

- 10.1 Each party represents and warrants to the other that:
- (a) it is an entity duly organized and validly existing under the laws of its jurisdiction of organization or incorporation;
  - (b) it has the requisite power and authority to enter into this Agreement and to carry out its obligations under this Agreement; and
  - (c) such party's obligations under this Agreement constitute legal, valid and binding obligations, enforceable against such party in accordance with the terms herein.

#### **ARTICLE 11 - TERMINATION AND AMENDMENT**

- 11.1 Developer and Modo agree that, if after execution of this Agreement, Developer does not receive approval for a development permit, a building permit or any other permit necessary to construct and complete the Development from the Municipality then Developer will give notice of same and thereafter this

Agreement will terminate and both parties will be relieved of their obligations herein, except as expressly set out herein.

- 11.2 No amendment, addition, deletion or other modification to this Agreement will be effective unless in writing and signed by each party.
- 11.3 Notwithstanding sections 11.2 and 11.3, Modo reserves the right to make reasonable amendments to the rules governing the Membership Shares and ownership of the Subject Shares as set out in Schedule C, so long as such changes apply equally to all Residents. Upon any amendments, Modo will immediately notify the Membership Holders, following which the Membership Holders will notify their respective Residents of such amendments.
- 11.4 Developer and Modo agree that, if the usage of the Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum Term has expired, Modo may exercise its right, in its sole discretion, to: (i) replace the Shared Vehicle with any vehicle of Modo's choice, or (ii) relocate the Shared Vehicle from the Shared Vehicle Parking Space, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
- 11.5 In the event of relocation of the Shared Vehicle pursuant to section 11.5, then the Shared Vehicle Parking Space will no longer need to be made available to Modo and sections 3.1 to 3.4, 5.7, 6.8, 6.9, 6.12 and 6.15 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicle available for use of Residents, but, for greater certainty, the Partnership Membership will continue in effect. For the avoidance of doubt, in the event of a replacement of the Shared Vehicle pursuant to section 11.5, this section 11.6 will not apply.
- 11.6 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, either of the parties may terminate this Agreement and in such case Modo will cancel the Subject Shares held by the Membership Holders, and the Membership Holders will not be entitled to a refund of the purchase price paid for the Subject Shares or any part thereof.
- 11.7 Either party will have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

#### **ARTICLE 12 - DEFAULT**

- 12.1 A party claiming default under the terms of this Agreement must provide the defaulting party with written notice of the default. If the defaulting party fails to correct the default within thirty (30) days of receipt of such written notice, the party claiming default may deliver notice of dispute in accordance with section 13.1(a) and proceed with the dispute resolution procedures provided for in ARTICLE 13 -.

## ARTICLE 13 - DISPUTE RESOLUTION

- 13.1 If a dispute arises between the parties in connection with this Agreement, then Developer and Modo agree to use the following procedure to resolve the dispute:
- (a) the party initiating the dispute will send a notice of dispute in writing to the other party which notice will contain the particulars of the matter in dispute and the relevant provisions of this Agreement and the responding party will send a notice of reply in writing to the other party to the dispute within ten (10) days after receipt of the notice of dispute, setting out particulars of its response and any relevant provisions of the Agreement;
  - (b) if the dispute remains unresolved for thirty (30) days after a notice of dispute has been issued as per section 13.1 (a)., or if a default is not cured within thirty (30) days after either party notifies the other of such default, the parties will agree upon and appoint a Mediator for the purpose of mediating such dispute. The appointment of the Mediator will be carried out in accordance with the terms and conditions of an agreement to be entered into between the parties and the Mediator which will set out the terms of reference for the engagement of the Mediator. The Mediator will conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator. If the parties fail or neglect to agree upon a Mediator within ten (10) days following the end of the relevant 30-day period referred above, the dispute will be resolved by an Arbitrator (as defined below) in accordance with section 13.1(d). No individual with any direct or indirect interest in the subject matter of this Agreement or any direct or indirect interest in the parties to this Agreement may be appointed as a Mediator;
  - (c) if the dispute has not been resolved within ten (10) days after the Mediator has been appointed under section 13.1(b), or within such further period agreed to by the parties, the Mediator will terminate the mediated negotiations by giving notice in writing to both parties;
  - (d) except for claims for injunctive relief, all claims and disputes between the parties to this Agreement arising out of or relating to this Agreement which are not resolved by the Mediator in accordance with section 13.1, will be decided by final and binding arbitration before a single arbitrator (the “**Arbitrator**”) in accordance with the *Arbitration Act* (British Columbia). The parties will agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator will be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator will not have any direct or indirect interest in the subject matter of the Development or any direct or indirect interest in either party or subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement will include, by consolidation or joinder or in any other manner, an additional

person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by each party and any other person sought to be joined. This provision will be specifically enforceable in any Court of competent jurisdiction;

- (e) the parties covenant and agree that the Arbitrator appointed hereunder will have the power to, among other things, specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise;
  - (f) an award or order rendered by the Arbitrator will be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction within the Province of British Columbia;
  - (g) unless otherwise agreed in writing by the parties, the parties will continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing; and
  - (h) the parties will each bear their own costs in connection with the foregoing and all costs of any mediation or arbitration (including the cost of the Mediator and the Arbitrator) will be shared equally by the parties.
- 13.2 The dispute resolution provisions of section 13.1 will survive termination of this Agreement in respect of any dispute resolution process that is commenced under section 13.1 prior to the date of termination.

#### **ARTICLE 14 - NOTICES**

- 14.1 Notices under this Agreement will be given in writing by personal delivery or by email to the following addresses or electronic mail addresses set out below:
- (a) Developer:
    - 1201 - 838 West Hastings, Vancouver, British Columbia V6C 0A6
    - Email: [bcurrie@bosaproperties.com](mailto:bcurrie@bosaproperties.com)
  - (b) Modo
    - 200 – 470 Granville Street, Vancouver, BC, V6C 1V5
    - Email: [info@Modo.coop](mailto:info@Modo.coop)
- 14.2 All notices will be deemed to have been delivered on the date of delivery, if delivered, and on the next business day following, if emailed.

- 14.3 Addresses for notices may be amended by written notice from one party to the other.

#### **ARTICLE 15 - ASSIGNMENT**

- 15.1 Neither party will transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Developer may assign this Agreement to the Strata Corporations without Modo's prior consent but on notice to Modo, which notice will include the contact information of the parties to which the Agreement is being assigned.

#### **ARTICLE 16 - INDEMNITY**

- 16.1 Each party agrees to indemnify and save harmless the other party from and against all losses, costs, damages, suits, actions, causes of action, claims or demands in any way resulting from, connected with or arising out of the first party's breach of its obligations under this Agreement. This section 16.1 will survive the termination of the Agreement.

#### **ARTICLE 17 - GENERAL**

- 17.1 Nothing in this Agreement nor the acts of the parties will be construed, implied or deemed to create an agency, partnership or joint venture relationship between the parties. Neither party has the right or authority to, and will not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 17.2 This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 17.3 Any provision of this Agreement that is or becomes unenforceable will be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof.
- 17.4 Any waiver or consent will be effective only in the instance and for the purpose for which it is given. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will constitute a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise thereof or the exercise of any other right, power or privilege.

- 17.5 This Agreement will enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
- 17.6 The parties will at all times do, execute, acknowledge and deliver such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of this Agreement.
- 17.7 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein and each party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.

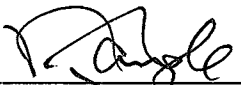
***[Remainder of page intentionally left blank; signature page to follow.]***

17.8 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means will be equally effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

**By Modo:**

MODO CO-OPERATIVE, by its authorized signatory

By:   
Name: Patrick Nangle  
Title: CEO

**By Developer:**

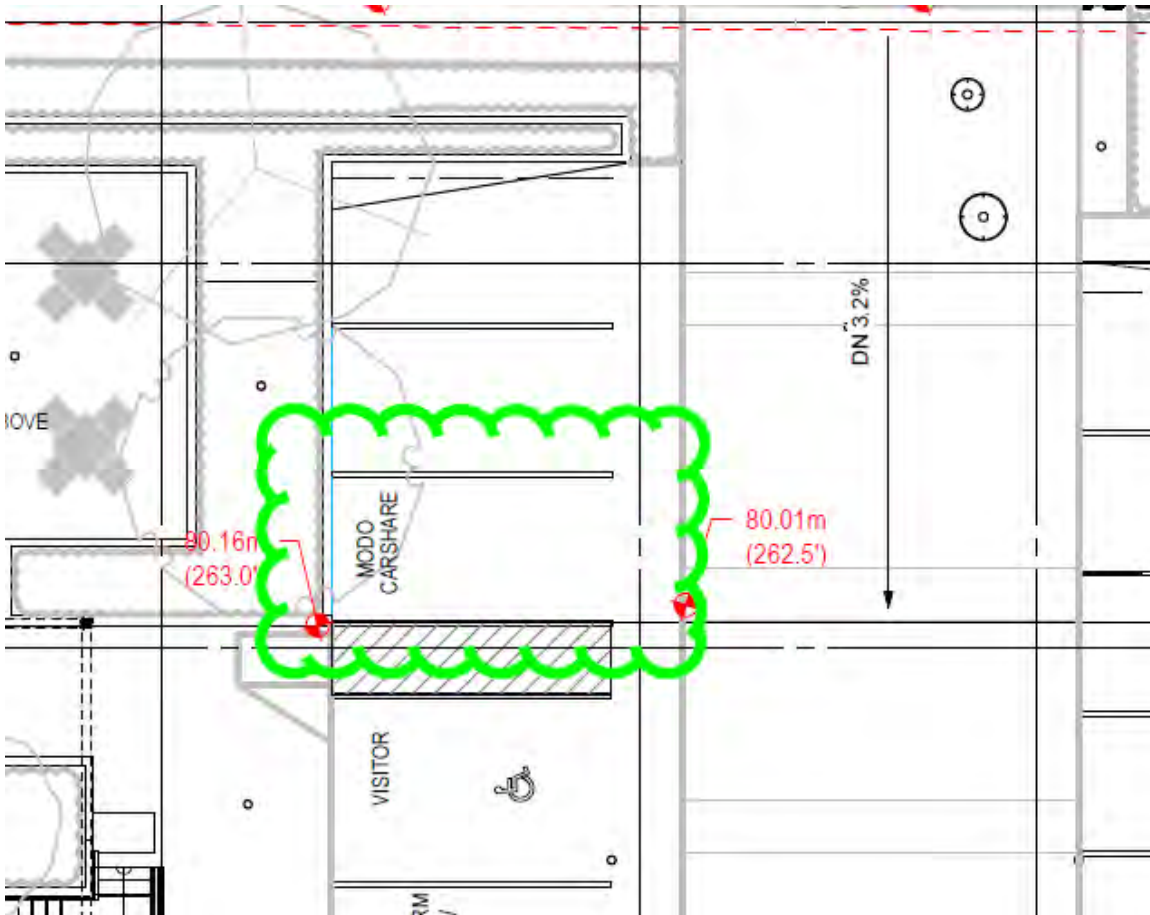
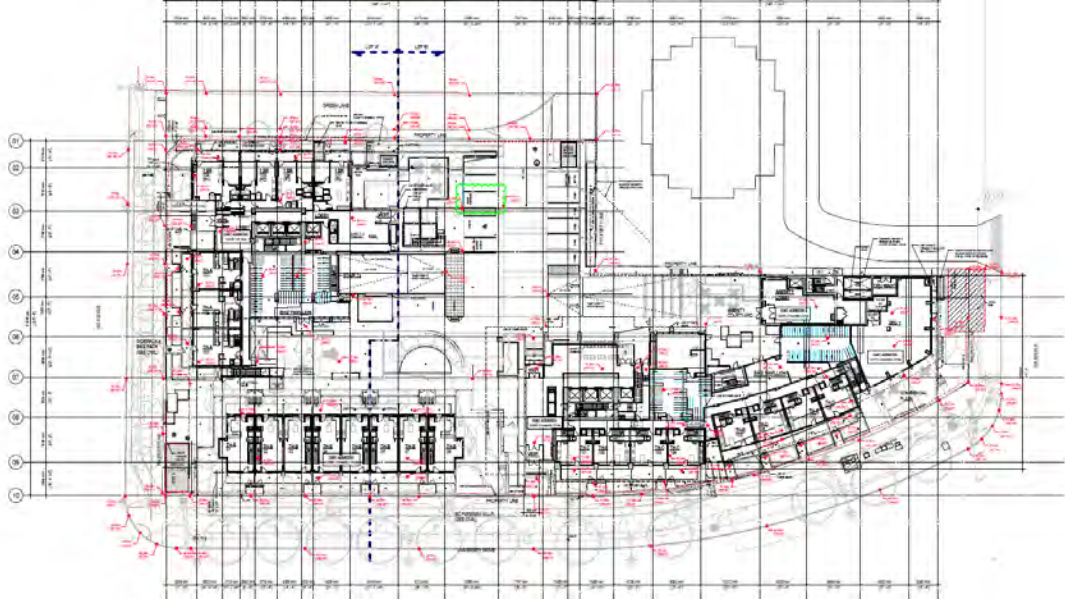
BLUESKY PROPERTIES (UD LANDS) INC.,  
by its authorized signatory

By: \_\_\_\_\_  
Name:  
Title:



**SCHEDULE A  
SHARED VEHICLE PARKING SPACE**

**LOCATION IN AUTO COURTYARD ON LOT B**



## **SCHEDULE B**

### **CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE**

The Shared Vehicle Parking Space shall be constructed to the satisfaction of the General Manager of the City of Surrey Engineering Department and the Building Inspector of the City of Surrey where the Shared Vehicle Parking Space is being constructed, and in accordance with the following specifications and requirements:

#### **1. General**

The Shared Vehicle Parking Space shall be constructed, finished and designated in accordance with applicable municipal building permits, by-laws, policies and guidelines, including the municipal standards as required by the Parking By-law and Building By-law applying to the property upon which the Shared Vehicle Parking Space is being constructed.

#### **2. Dimensions**

The Shared Vehicle Parking Space dimensions shall be standardized:

- The minimum height shall be 2.0 meters.
- The minimum width shall be 2.9 meters.
- The minimum length shall be 5.5 meters.

Tandem parking shall not be permitted. Perpendicular and angle parking shall be preferred.

Where one side of a Shared Vehicle Parking Space abuts any portion of a fence or structure, there shall be a horizontal clearance of at least 30 centimetres between such side of the Shared Vehicle Parking Space and the said fence or structure.

#### **3. Location**

It is preferred to locate the Shared Vehicle Parking Space at either street level or lane level. If locating the Shared Vehicle Parking Space at street level or lane level is not feasible, the Shared Vehicle Parking Space shall be located at the parking level of the parkade closest to the street level, second only in selection to the siting of disability parking spaces.

If the Shared Vehicle Parking Space is located underground or above ground, the location of the Shared Vehicle Parking Space will be chosen to ensure the greatest possible visibility of the space and most convenient access to the building, second only in selection to the siting of disability parking spaces.

When several Shared Vehicle Parking Spaces are provided, the spaces shall be located next to each other or in close proximity.

#### **4. Access**

Permitted users of the Shared Vehicle to be parked on the Shared Vehicle Parking Space must have the ability to access the Shared Vehicle Parking Space 24 hours a day, 7 days a week.

The procedure for permitted users to self-access the Shared Vehicle Parking Space by foot when the Shared Vehicle Parking Space is located in a gated parkade shall consist in typing a code on a keypad or swiping a key fob on a fob reader. The procedure shall be simple and consistent to prevent access disruption.

In the event that a keypad is being used to provide access to the Shared Vehicle Parking Space, it should be possible to change the code of the keypad over time.

The procedure for permitted users to depart from and return to the parkade with a Shared Vehicle when the Shared Vehicle Parking Space for the Shared Vehicle is located in a gated parkade shall consist in typing a code on a keypad or swiping a key fob on a fob reader or using a remote control. The procedure shall not require for the permitted users to step out of the Shared Vehicle to perform the procedure.

In the event that remote controls are being used for permitted users to depart from and return to the parkade with a Shared Vehicle, Modo shall be provided with one more remote control than the number of Shared Vehicles to be parked in the parkade.

The location of the Shared Vehicle Parking Space and procedure to access the Shared Vehicle Parking Space in a gated parkade shall be designed to mitigate potential security concerns from users of the parkade.

#### **5. Maneuverability**

The location of the Shared Vehicle Parking Space will be chosen to ensure the Shared Vehicle can be parked in the Shared Vehicle Parking Space driving forward with an angle of approach between 0° and 90°.

An angle of approach to park the Shared Vehicle in the Shared Vehicle Parking Space between 90° and 180° or the need to park the Shared Vehicle in reverse shall not be permitted.

The location of the Shared Vehicle Parking Space shall not require a maneuver more complex than a three-point turn to drive the Shared Vehicle out of the Shared Vehicle Parking Space.

If the Shared Vehicle Parking Space is located in a parkade with an entry/exit ramp, the location of the Shared Vehicle Parking Space shall not require for the Shared Vehicle to be driven in reverse to exit the parkade.

## **6. Signage**

The Shared Vehicle Parking Space shall be clearly designated with signage and pavement markings.

Clear, visible and legible signs shall be placed directing users of the Shared Vehicle to the location of the Shared Vehicle Parking Space, indicating which parking space is the Shared Vehicle Parking Space and marking it as being reserved for the exclusive purpose of parking a Shared Vehicle.

A symbol (similar to that approved for a disability space) shall be stamped/painted on the Shared Vehicle Parking Space.

## **7. Lighting**

The Shared Vehicle Parking Stall shall be illuminated to the satisfaction of the General Manager of the City of Surrey Engineering Department where the Shared Vehicle Parking Space is being constructed with:

- average illumination levels of 11 Lux with a uniformity ratio (average level to minimum level) of 3:1;
- luminaires situated in such a way so as not to directly throw light onto streets, lanes, or adjacent properties; and
- a photocell or equivalent switch that will activate the lighting system when ambient light levels are 11 Lux or less.

## **8. Connectivity**

Sufficient 3G and/or 4G LTE cellular network reception signal of the cellular network used for the operation of the Shared Vehicle shall be supplied at the Shared Vehicle Parking Space to ensure the reliable operation of the Shared Vehicle service, with:

- a Received Signal Strength Indicator (RSSI) for 3G cellular network superior to -86 dBm; and
- a Reference Signal Received Power (RSRP) for 4G LTE cellular network superior to -106 dBm.

## **9. Electric Vehicle charging infrastructure**

The Vehicle Parking Space shall be provided with an EV Station (as defined below) featuring:

- a. an RFID card reader to enable/disable power distribution, which card reader must be programmable to authorize a defined set of RFID cards; and

- b. networking/telematic capabilities for which the adequate administration credentials/rights have been granted to Modo, allowing Modo to remotely monitor equipment status and collect utilization data.

**“EV Station”** means a 40 amp (minimum), 208-volt, single phase Level 2 electric vehicle charging level (as defined by SAE International’s J1772 standard) charging outlet capable of charging an electric vehicle and includes all wiring, electrical transformer and other electrical equipment necessary to supply the required electricity for such outlet, and mechanical ventilation modifications, all of which is to be provided, installed, maintained and replaced by Developer, at Developer’s sole cost and to be used for the sole purpose of supplying electricity to the Shared Vehicle Parking Space.

**SCHEDULE C**  
**PARTNERSHIP MEMBERSHIP RULES**

1. The following terms have the following meanings:
  - (a) “**Building A Strata Corporation**” means the strata corporation for Building A (as defined below);
  - (b) “**Building B Strata Corporation**” means the strata corporation for Building B (as defined below);
  - (c) “**Development**” means, collectively, the two (2) strata residential buildings (“**Building A**” and “**Building B**”) known as University District 2 or University District North, and University District 3 or University District South, respectively located at 13419 and 13425 104<sup>th</sup> Avenue and 13410, 13420, 13430, 13440 and 13444 105<sup>th</sup> Avenue, in the City of Surrey, British Columbia;
  - (d) “**Membership Holders**” means, collectively, the Building A Strata Corporation and the Building B Strata Corporation;
  - (e) “**Modo**” means Modo Co-operative;
  - (f) “**Residents**” means, collectively, residents of the Development, and each such resident is referred to herein as a “**Resident**”;
2. The Membership Holders have entered into, or have assumed an agreement (the “**Co-operative Carsharing Agreement**”) with Modo pursuant to which Modo granted to the Membership Holders a Modo partnership membership ( the “Membership”) by issuing to the Membership Holders a certain number of membership shares in Modo (the “**Modo Shares**”) for the benefit of Residents, as set out in the Co-operative Carsharing Agreement, so Residents can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
3. The Membership Holders will be the legal owner of the Modo Shares, and a certain number of Residents, as further set out in the Co-operative Carsharing Agreement, may, on a continuing basis, enjoy the benefits of the Membership subject to meeting Modo’s eligibility requirements as set out on Modo’s website from time to time and as set out herein (the “**Membership Eligibility Criteria**”).
4. Residents who are granted the rights and benefits of the Membership from time to time (the “**Partner Users**” and, each a “**Partner User**”) will benefit from the same price plan for usage of Modo vehicles as other member shareholders of Modo but, for clarity, will not have any voting rights in respect of the Membership or Modo.

5. Any Resident may apply to become a Partner User, provided that membership privileges will be granted to applying and eligible Residents on a first-come, first-served basis.
6. In order for a Resident to become a Partner User, the Resident must submit to Modo, an application including (but not limited) to the following:
  - (a) the applicant Resident, if the holder of a driver's licence issued in British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of its current driver's records indicating their address within the Development;
  - (b) the applicant Resident, if the holder of a driver's licence issued outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and the Resident's address within the Development; and
  - (c) the applicant Resident, must provide contact information and such other information regarding the Resident as may be reasonably required by Modo for the purposes of determining if the Resident qualifies for the Membership Eligibility Criteria.
7. Each Partner User will be responsible for and will save the Membership Holders harmless from any and all liabilities incurred by the Membership Holders and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made against the Membership Holders by Modo or by any other person, to the extent resulting from such Partner User's participation in the Membership and except to the extent resulting from the negligence or willful misconduct of the Membership Holders.
8. A Resident may only be a Partner User and may only exercise the rights and benefits of the Membership while such Resident meets the Membership Eligibility Criteria.
9. If at any time Resident who is a Partner User ceases to meet the Membership Eligibility Criteria, then the Resident will cease to be a Partner User and may only reapply to be a Partner User when the Resident again meets the Membership Eligibility Criteria.
10. Except as otherwise provided in these rules, a Partner User may only enjoy and exercise the benefits of the Membership while the Partner User is a Resident, and the benefits that a Partner User enjoys under the Membership may not under any circumstances be assigned, transferred or sold by the Partner User to any person.

11. If a Partner User does not book a Modo vehicle at least once during a period of twelve (12) consecutive months, Modo may cancel such Partner User's participation in the Membership.
12. The Modo Shares remain at all times in the name of the Membership Holders.
13. Partner Users may only make use of Modo vehicles in accordance with the policies and rules of Modo.
14. These rules will have no further force or effect upon termination of the Co-operative Carsharing Agreement.



**SCHEDULE D  
SHARED VEHICLE DEPLOYMENT SEQUENCE**

<b>Commencement of Shared Vehicle deployment</b>	<b>Conditions for deployment of the Shared Vehicle</b>
Within seven (7) days after the Commencement Date.	<ul style="list-style-type: none"><li>• The Project Fee has been paid to Modo at least 60 days prior to the Estimated Occupancy Date as per section 2.1 of this Agreement;</li><li>• The Shared Vehicle Parking Space is available for use by Modo as contemplated in sections 3.1 and 3.2.of this Agreement; and</li><li>• The EV Station is available for use by Modo as contemplated in section 3.4 this Agreement.</li></ul>

**SCHEDULE E  
SECURITY AGREEMENT**

BY:

**MODO CO-OPERATIVE**  
200 - 470 Granville Street,  
Vancouver, BC  
V6C 4V5

(the “Grantor”)

**IN FAVOUR OF:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the “Secured Party”)

**WHEREAS:**

A. The Secured Party has financed the acquisition by the Grantor of the following vehicle:

Make/Model: \_\_\_\_\_  
Vehicle Identification Number: \_\_\_\_\_

(the “Shared Vehicle”); and

B. The Grantor has agreed to deliver this Agreement to create security over the interest it has in the Shared Vehicle for the benefit of the Secured Party.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the covenants and agreements herein contained the Grantor and the Secured Party hereby agree as follows:

1. **Security Interest in the Shared Vehicle.** As security for the performance by the Grantor of its obligations set forth in the Co-operative Carsharing Agreement attached hereto (the “Co-op Car Agreement”), the Grantor grants to the Secured Party a security interest (the “Security Interest”) in all of its present and future right, title and interest in and to the Shared Vehicle.
2. **Grant of Security Interest in Proceeds of Collateral.** The Grantor also grants the Secured Party a security interest in the proceeds derived directly or indirectly from any dealing with the Shared Vehicle, including but not limited to, accounts receivable, bills of exchange, insurance proceeds, chattel paper, intangibles, motor vehicles, and all other after acquired property constituting proceeds. The Grantor acknowledges that the Security Interest hereby created attaches upon the execution of this Security Agreement, that the value has been given and that the Grantor has rights in the Shared Vehicle.
3. **Use and Location of the Shared Vehicle.** The Grantor will not sell, lease or otherwise dispose of the Shared Vehicle without the prior written consent of the Secured Party and

the Grantor will keep the Shared Vehicle in good condition, reasonable wear and tear excepted.

4. **No Liens on Shared Vehicle.** The Grantor will not permit any lien, charge, encumbrance or security interest (each, a "Lien") to attach to the Shared Vehicle which ranks prior to or equal with or could in any event rank prior to the equal with the rank of the Security Interest. The Grantor will not enter into any agreement with any person which would obtain prior or equal rank for any Lien over the rank of the 'Security Interest'.
5. **Name of Grantor.** The Grantor covenants not to change its name without giving fifteen (15) days' prior written notice to the Secured Party (so as to enable the Secured Party to amend its registration in respect of this Agreement and protect its rights hereunder).
6. **Default.** It will be a "Default" under this Agreement if:
  - (a) the Grantor breaches or fails to perform any of the terms, conditions, obligations or covenants to be observed and performed by the Grantor under the Co-op Car Agreement, and persists in such failure or breach after thirty (30) days' notice by the Secured Party requiring that the Grantor remedy such failure or breach,
  - (b) the Grantor commits an act of bankruptcy or becomes insolvent or files a proposal or a notice of intention to file a proposal,
  - (c) an assignment for the benefit of creditors under applicable bankruptcy or similar legislation is made or a petition is filed,
  - (d) an order is made, a resolution is passed, or any other step is taken for the bankruptcy, liquidation, dissolution or winding-up of the Grantor or for any arrangement or composition of its debts, or
  - (e) a receiver, receiver and manager or receiver-manager of the Grantor is appointed.
7. **Remedies.** The Security Interest is immediately enforceable, upon the occurrence of a Default, and the Secured Party, at its option, may exercise at any time following such Default any or all of the rights, remedies, privileges and powers available to it under this Agreement, the Personal Property Security Act (British Columbia) or any other applicable legislation. All rights, remedies, privileges and powers of the Secured Party hereunder are cumulative and no such right, remedy, privilege or power is exhaustive but is in addition to each other right, remedy, privilege and power of the Secured Party hereunder or under any other agreement, instrument or document now or hereafter existing at law or in equity or by statute.
8. **Costs of Enforcement.** The Grantor will be responsible for payment of all costs, charges and expenses (including legal costs on a solicitor and own client basis) of the Secured Party of and incidental to any proceeding taken to enforce the remedies of this Agreement.
9. **Loss, Injury or Destruction.** The loss, injury or destruction of the Shared Vehicle will not operate in any manner to release the Grantor from its obligations to the Secured Party under the Co-op Car Agreement.

10. **Term.** The Security Interest granted hereunder will terminate and be of no further force and effect as of the expiry of the Shared Vehicle Minimum Term (as defined in the Co-Op Car Agreement) for the Shared Vehicle.
11. **Amendment.** This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
12. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal and personal representatives, successors and permitted assigns of the parties, as applicable.
13. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
15. **Execution by Electronic Means.** This Agreement may be executed by the Grantors and transmitted by facsimile or other electronic means, and when it is executed and transmitted this Agreement will be for all purposes as effective as if the Grantor had delivered an executed original Agreement.

**IN WITNESS WHEREOF** the Grantor has executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**MODO CO-OPERATIVE**, by its authorized signatory

By: \_\_\_\_\_  
Name:  
Title: